

MULTAN ELECTRIC POWER COMPANY LIMITED, MULTAN

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Office of the
Chief Engineer (Dev) PMU
MEPCO Ltd. Multan

No. 9092-93 /Proc

Dated : 16 DEC 2022

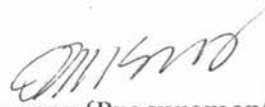
Mr. Rizwan Dy. Director (IT)
PPRA 1st Floor FBC Building
Near State Bank, Sector G-5/2
Islamabad.

Subject: PUBLICATION OF CONTRACT AWARD PROFORMA-I AND PROFORMA-II UNDER
RULE 47 OF PP Rules, 2004

Enclosed please find following Contract award proforma-I & II for uploading on PPRA
website as per Rule-47 of PP Rules, 2004.

Sr. No.	P.O. No.	Tender No.	Description of Contract
1	7700000182	09/2022	1000MCM Power Cables
2	7700000183	09/2022	Power Cables
3	7700000184	07/2022	Tower Type ZM-30
4	7700000185	22/2022	Control Cables
5	7700000186	23/2022	Indoor/outdoor Termination Kits
6	7700000187	14/2022	Transmission Line Hardware
7	7700000188	17/2022	11KV Post Insulator with Clamp

DA/As Above


Manager (Procurement)
PMU MEPCO Multan

CC TO:-

Mr. Khurram Javed, A.M. (Computer) O/O Staff Officer to C.E.O. MEPCO Multan for information
& uploading the same on the MEPCO website.

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

CONTRACT AWARD PROFORMA -I

(As per Rule 47 of PP Rules, 2004)

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods.**

- NAME OF THE ORGANIZATION/DEPTT. MEPCO
- FEDERAL / PROVINCIAL GOVT. FEDERAL
- TITLE OF CONTRACT PURCHASE ORDER No. 7700000182
- TENDER NUMBER 09/2022
- BRIEF DESCRIPTION OF CONTRACT SUPPLY OF 1000 MCM POWER CABLES
- TENDER VALUE Rs. 92,293,950/- Excluding GST
- ENGINEER'S ESTIMATE
(For civil Works only) N.A
- ESTIMATED COMPLETION PERIOD 120-Days
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT
PLAN? Yes
- ADVERTISEMENT:
- (i) PPRA Website
(Federal Agencies) TS487264E, dt. 10.08.2022 (Yes)
- (ii) News Papers Daily Times Lahore, Daily Khabrain
both dated: 14.08.2022
- TENDER OPENED ON (DATE & TIME) 31.08.2022 at 11.00 Hrs.
- NATURE OF PURCHASE Local
- EXTENSION IN DUE DATE (If any) NIL


Manager (Procurement)
PMU MEPCO Multan

➤ NUMBER OF TENDER DOCUMENTS SOLD 02
M/S Pakistan Cables Multan.
M/S Newage Cables Lahore.

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy) Yes

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy) Yes

➤ WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____ ✓
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e. EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.) NIL


- WHO IS THE APPROVING AUTHORITY MEPCO BOD

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. N.A.

➤ NUMBER OF BIDS RECEIVED 02

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes

➤ WHETHER INTEGRITY PACT WAS SIGNED Yes


Manager (Procurement)
PMU MEPCO Multan

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

(As per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA - II

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods**

➤ NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER
M/S Newage Cables (Pvt) Limited Newage House 33-K, Gulberg-II, Lahore.

➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).

M/S Newage Cables (Pvt) Limited Newage House 33-K, Gulberg-II, Lahore.

(1st Lowest)

M/S Pakistan Cables (Pvt) Limited

(2nd Lowest)

➤ NEED ANALYSIS (Why the procurement was necessary?)

Material Demanded by Field Formations and Procurement Plan approved by

BOD

➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS
(Briefly describe). N.A


✓ Manager (Procurement)
✓ PPRA Website Section

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes

- DATE OF CONTRACT SIGNING 07.11.2022
(Attach a copy of agreement)

- CONTRACT AWARD PRICE Rs. 92,293,950/-


- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes
(Attach copy of the bid evaluation report)

- ANY COMPLAINTS RECEIVED No

- ANY DEVIATION FROM SPECIFICATIONS GIVEN IF THE TENDER NOTICE/DOCUMENTS No
(if yes give details)

- DEVIATION FROM QUALIFICATION CRITERIA No
(if yes give details)

- SPECIAL CONDITIONS, IF ANY NIL
(Give Brief Description)


Manager (Procurement)
PMU MEPCO Multan



MULTAN ELECTRIC POWER COMPANY (MEPCO)
Office of the Chief Engineer (Development) PMU MEPCO,
Khanewal Road, Multan
Tel:061-9220248, Fax No.061-9220187 E-Mail:mngprocmepeco@gmail.com

PURCHASE ORDER

SAP P.O. No. 7700000182

Dated. 07.11.2022

Company
NEWAGE CABLES (PVT) LIMITED,
Newage House 33-K, Gulberg II
LAHORE
PAKISTAN

SUBJECT: PURCHASE ORDER FOR SUPPLY OF 1000MCM POWER CABLES FINANCED UNDER MEPCOS OWN RESOURCES /DEPOSIT WORKS AGAINST TENDER NO.09/2022 (NCB) OPENED ON 31.08.2022.

Reference: i. This office LOI No. 7565-69/Proc/T-09/2022 dated 11.10.2022.
ii. Your office letter No. MEPCO/PB/LOI-7565-69 dated 24.10.2022.

MEPCO Ltd. Multan is pleased to place "PURCHASE ORDER" for the supply of under noted material at the rates mentioned hereunder, subject to the general conditions of the contract for purchase, WAPDA purchase procedure dated 12.08.1984 (amended to-date) and special conditions laid down in this purchase order:

A. DESCRIPTION OF STORES.

Mat. No.	Code	Description	Unit	Quantity	Unit Price (Rs)	Value w/o GST (Rs)	GST (%) (Rs)	Grand Total (Rs)	
1	422411	11KV Power cable 1000MCM Single core	M	21315.000	4,330.00	92,293,950.00	15689971.50 (17 %)	107,983,921.50	
Total						(ONE HUNDRED SEVEN MILLION NINE HUNDRED EIGHTY-THREE THOUSAND NINE HUNDRED TWENTY-ONE AND FIFTY PAISA(S) ONLY.)	92,293,950.0	15,689,971.5	107,983,921.5

B. SPECIAL CONDITIONS:

- The procurement will be financed under MEPCO's Own Resources / deposit work for F.Y 2022-2023.
- All other provisions / conditions mentioned in the Bidding Documents No. 09/2022 or in this purchase order shall remain in full force and effective and any deviation or discrepancies in your bid form, the same stands withdrawn / rectified by you.
- The prices include the present duties & taxes. In case however the present duties and taxes are increased or new taxes / duties are imposed on finished goods by the Govt. during the concurrence of contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties / taxes by Govt., the price will be decreased accordingly.
- The purchaser may issue repeat order/additional purchase order not exceeding 15% of the original procurement as per PPRA rule 42(c)(iv).
- The above FCS prices are Firm and final exclusive of Sales Tax and no escalation due to variation in costs of labor, material and any kind (whatsoever) shall be allowed. The Sales Tax if applicable and levied will be reimbursed by MEPCO on actual basis upon production of the following original documents.
 - Invoice in triplicate.
 - Sales Tax Invoice.
 - Sales Tax cum payment challan for the relevant period.
- Affidavit on non-judicial stamp paper (worth Rs. 500/-) confirming to the effect that sales tax for the above supply is included in this sales tax cum payment challan.
- All other terms and conditions not mentioned in this purchase order shall be governed by general conditions of Contract for purchases by WAPDA as given in WAPDA Purchase Procedure dated 12.08.84 amended to-date.
- Performance Guarantee No. 3006PBG004122 dated 21.10.2022 amounting to Rs. 9,229,400/- valid up-to 05.10.2024 issued by Faysal Bank Limited, 310-Upper Mall, Lahore is hereby received and has been confirmed by the issuing bank vide letter dated 02.11.2022.
- The material supplied by the manufacturer should have the embossing / printing / punching / engraving of P.O. & Name of the manufacturer, the word "MULTAN ELECTRIC POWER COMPANY LIMITED" or MEPCO, with year of manufacturing as per specification.

2. SPECIFICATIONS:

The material to be supplied shall conform to NTDC / WAPDA's Specification No.P-29:2010 (amended upto date) mentioned in the Tender Documents No. 09/2022 and drawings / technical data approved by the MEPCO / nominated consultant.

3. TERMS OF DELIVERY & CONSIGNEE:

The delivery of material on FCS basis shall be made 100% to Dy: Manager (MM) MEPCO Warehouse, 132KV Grid Station Khanewal Road, Multan.

P.O. No. 7700000182

Chief Engineer (Development) PMU MEPCO

1/4

DELIVERY PERIOD:

The FCS delivery of the 100% material at MEPCO Warehouse 132KV Grid Station, Khanewal Road, Multan shall be completed within 120 days from the date of issuance of Purchase Order.

Delivery period is the essence of contract and delivery must be completed within the dates specified.

For locally Inspected material

1st day of inspection or 15th day of inspection call whichever is earlier, shall be reckoned as date of delivery of store to WAPDA Consignee provided the goods accepted for supply have been delivered within 20-days from the issuance of inspection certificate (in case of 21-days or more L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged) subject to the condition that the supplier / manufacturer forwards inspection call for inspection of material which must be received in this office at least 5-days prior to the due date for delivery of material and the offer is not rejected due to being a fake call or material not conforming to the specification.

5. FINAL INSPECTION:

N.A

6. PAYMENT:

All the payments under this procurement shall be made 100% by Manager (Project Financing) PMU MEPCO, MEPCO Complex Khanewal Road, Multan through direct cheque in favor of the Firm on production of the following documents.

Documents required for Direct Cheque

- Bill in triplicate for 100% claim along with Sales Tax Invoice.
- Delivery Challan and GRN duly stamped and signed by the consignee.
- Warranty certificate & no-payment certificate.
- Confirmation of Manager (Proc) PMU, MEPCO Multan about acceptance of performance bond in case of first claim only.
- Inspection Certificate issued by the inspecting agency.
- Integrity pact on prescribed performa duly signed and stamped.

The reimbursement of Sales Tax @ 17% shall be made by the Manager (Project Financing) MEPCO Multan on presentation of copy of paid challan.

Documents required for Sales Tax

- Bill in triplicate of 100% claim for Sales Tax.
- Sales Tax return cum payment Challan for the month of delivery of material.
- Copy of Delivery Challan and GRN duly stamped and signed by the consignee.
- Certificate to the effect that the billed amount has not been claimed or received earlier.
- Copy of Inspection Certificate issued by the inspecting agency.
- In case the manufacturers who pay lump sum Sales Tax, they shall also submit an affidavit on non-judicial paper that "Challan includes the amount of Rs. _____ of Sales Tax for supply of material to MEPCO against said procurement. These document shall be however, be got verified / Pre audited by Finance Director MEPCO before payment by the bank.

7. WARRANTY:

A Warranty to the effect that the goods offered conform exactly to the specifications laid down in this contract and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications, or not in conformity with the test certificate, the Firm will be held responsible for all losses and that the Firm agree to substitute the unacceptable goods with the acceptable goods at your risk and cost, provided the above mentioned defects / deficiencies are noticed within 18 months from the date of installation / commissioning or 24 months from the date of delivery of last consignment whichever is earlier.

8. FORCE MAJEURE:

MEPCO may revoke its right to terminate the contract or to claim penalty or liquidated damages shall not be applicable under the following circumstances, in case as a result of all or any of these events there has been delay in the performance of the contract by the manufacturer or supplier or the contract has become incapable of being performed: -

- Act of God.
- Act of State, War or any act of the enemy.
- Lock outs, Riots or Civil commotion.
- Injunction granted by a court of competent jurisdiction not resulting from any fault of the manufacturer /supplier.
- Restriction imposed by the Government on the import of any material relating to the manufacturer of goods.
- Non-receipt of raw material from abroad for reasons beyond the control of the manufacturer.
- Port delays due to bunker-age or light-age.
- Diversions of supplies by the Carrier without any fault or knowledge of manufacturer or supplier, provided further that the manufacturer or supplier has given notice to MEPCO within 14 days of the happening of any such event.

9. FAILURES AND TERMINATION:

A) If the Firm fails to deliver the stores or any consignment thereof within the specified delivery period, the MEPCO shall be entitled to one or more of the following options: -

- To recover from the Firm Liquidated Damages levied at the rate of 2% per month or part thereof it subject to the maximum up to 10% of the contract price, the liquidated damages shall be recovered only for the stores supplied late except where undelivered stores hold up to the use of other stores, when it shall be for the total value of the contract. The recovery of

- ed damages mentioned above can be affected from any payment due to the Firm from any other DISCOs.
to purchase from elsewhere without notice to the Firm at its risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery.
- i) To cancel the contract at Firm's risk and cost.
 - iv) In the event of action being taken under (ii) or (iii) above, Firm shall be liable for any loss which the MEPCO may suffer on that account, but Firm shall not be entitled to any gain on repurchase made against the supply order.
- B) If during the course of execution of the purchase order, the Firm is blacklisted by MEPCO / DISCOs, the MEPCO may proceed with all or any of the actions detailed below:
- i) To allow the Contract to run its course till completed in accordance with the terms and conditions of the contract.
 - ii) To stop further supplies with or without financial repercussions.
 - iii) To cancel the contract with or without reservation of rights.

NOTE: - While determining liquidated damages the purchaser shall not consider any of the following circumstances, a cause under "FORCE MAJURE" and shall not allow any relaxation in the liquidated damages on the account: -

- i) Delay on part of the contractor in the arrangement of raw material;
- ii) Defect or failure occurring to any machinery or equipment installed at the contractor work during the currency of the contract.

10. RESPONSIBILITY EXECUTING PO:

The Firm is entirely responsible for the successful executing of the contract in all respects in accordance with the terms and conditions as specified in the contract including the schedule.

11. INSPECTION & REJECTION:

- i) Inspection of material will be carried out at your works by two authorized representatives nominated by Chief Engineer (Development) PMU MEPCO, Multan. Notices of at least 15-days prior to the due date for delivery of material in writing shall have to be given to the purchaser by you along-with schedule of inspection, for nomination of the inspectors when the stores against the order are ready for inspection. All reasonable facilities as provided in the specifications or followed by the Industry or ^{MAN} in general, shall have to be afforded to the inspecting officers by the Firm at your expense for carrying out inspection including return ticket up to the place of inspection and back (as admissible), local transportation, boarding, lodging in A class hotel and daily allowance as per bidding document Section #III, Clause -20.
 - ii) In case the goods fail to withstand any test and the Firm desire to submit new consignment, the cost of repeating such test / re-inspection and cost of witnessing such test by the inspector / engineer including boarding / lodging shall be borne by the Firm and the equipment will be replaced or modified to the satisfaction of the MEPCO without any additional cost to the MEPCO.
 - iii) Any inspection and / or witnessing of tests or the waiving of such tests and / or surveillance by the Engineer / Inspector shall not relieve the Firm of its obligations and responsibilities under the contract regardless of any approval or consent given by the Engineer and or Inspector.
 - iv) If any inspected or tested goods fail to conform to the specifications, the MEPCO may reject the goods, and Firm shall either replace or make alterations necessary to meet specification requirements free of cost to the MEPCO.
 - v) The inspection fee @ 0.5% of total value of P.O without GST shall be deposited by the Firm in the office of Chief Engineer (Development) PMU MEPCO Multan.
 - vi) The Inspecting Officers may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as he may decide on his discretion, he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order.
 - vii) The decision of the Inspecting Officer shall be binding on the Firm.
 - viii) If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser Firm may submit stores in replacement of those rejected but re-submission will not mean extension of delivery period.
 - ix) On final rejection the purchaser shall have the following rights:
 - a) ^{tee} To purchase the rejected goods at your cost and expense.
 - b) _o To terminate the contract and recover from the Firm, the loss, incurred by MEPCO.
- In case, the rejection exceeds 20% of the Contracted quantity or volume, the additional fee payable to MEPCO's Inspection Agents will be recovered from the Firm.

12. PACKING:

The Firm will be responsible for packing the store suitable for transit by Rail/Road so as ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by and at Firms expense in accordance with the standard specifications governing such packing. In case there are no standard specifications, goods will be packed according to the trade practice to ensure safe receipt at destination.

13. FORFEITURE OF SECURITY BOND/ GUARANTEE (PERFORMANCE BOND):

The contracting officer will have the right to forfeit the security bond/guaranty performance bond.

- A) If the contractor: -
- i) Fails to supply the goods within the time specified;
 - ii) Fails to carry out the terms of contract, commits any breach of contract and this forfeiture of the security shall not debar the authority from taking suitable action against the Firm including black listing or any other remedial measures to save the authority against financial loss.
 - iii) Fails to account for the import license issued on account of the purchaser;
 - iv) Fails to account for the raw material secured by the contractor against any license or permit issued on account of the

Contracting officer.

Fails to return drawings, design or any material belonging to the contracting officer which was to be returned in good condition to the contracting officer after the successful termination of the contract.

B) For other reasons specified in the purchase order by the contracting officer for forfeiting the security deposits.

If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reason, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposits made in favor of any other unit of DISCOs or from any money due to the contractor from any unit of DISCOs.

14. LAWS GOVERNING THE PO:

The contract shall be governed by the Laws of Pakistan as amended from time to time, subject to the above conditions, a binding contract has been concluded with the issuance of this letter and that the provisions of this contract shall be binding on the Firm, on the Firm's assigned executors, administrators and all those who have any interest pecuniary or otherwise in the Firm's concern. Please acknowledge receipt in token of acceptance of P.O. within 07 days.

15. DISCLOSURE CLAUSE:

N.A

16. TECHNICAL LITERATURE/DRAWINGS:

04-Sets of Technical Data / Drawings in respect of above mentioned material will be submitted by you to MEPCO within 14-days from the issuance of P.O. for approval and if already approved Technical Data / Drawings of the material under procurement manufactured by you duly approved by Design (NTDC) WAPDA House, Lahore are available with you the same will be applicable for subjected material provided one set of the same is forwarded to this office at the earliest.

17. OTHER INFO:

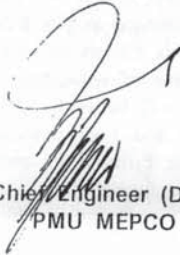
N.A

ACCEPTANCE OF PO:

FOR
MULTAN ELECTRIC POWER COMPANY
MULTAN.

ACCEPTED

M/s Newage Cables (Pvt) Ltd.,
33-K, Gulberg-II
LAHORE


Chief Engineer (Development)
PMU MEPCO Ltd: Multan

COPY TO:

Encl. No. 8168-72 /Proc/T-09/2022

Dated 08 NOV 2022

1. General Manager (Technical) MEPCO Multan.
2. Finance Director, MEPCO Multan.
3. Manager (Project Financing) PMU MEPCO Multan.
4. Dy: Manager (MM) MEPCO 132KV Warehouse, Khanewal Road, Multan.

cc 1


**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

CONTRACT AWARD PROFORMA -I

(As per Rule 47 of PP Rules, 2004)

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods.**

- NAME OF THE ORGANIZATION/DEPTT. MEPCO
- FEDERAL / PROVINCIAL GOVT. FEDERAL
- TITLE OF CONTRACT PURCHASE ORDER No. 7700000183
- TENDER NUMBER 09/2022
- BRIEF DESCRIPTION OF CONTRACT SUPPLY OF POWER CABLES
- TENDER VALUE Rs. 28,899,700/- Excluding GST
- ENGINEER'S ESTIMATE
(For civil Works only) N.A
- ESTIMATED COMPLETION PERIOD 120-Days
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT
PLAN? YES
- ADVERTISEMENT:
- (i) PPRA Website (Federal Agencies) TS487264E, dt. 10.08.2022 (Yes)
- (ii) News Papers Daily Times Lahore, Daily Khabrain
both dated: 14.08.2022
- TENDER OPENED ON (DATE & TIME) 31.08.2022 AT 11.00 Hrs.
- NATURE OF PURCHASE Local
- EXTENSION IN DUE DATE (if any) NIL


Manager (Procurement)
MEPCO Multan

➤ NUMBER OF TENDER DOCUMENTS SOLD 02
M/S Pakistan Cables Multan.
M/S Newage Cables Lahore.

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy) Yes

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy) Yes

➤ WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one)

a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____

b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____

c) TWO STAGE BIDDING PROCEDURE _____

d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e. EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.) NIL

- WHO IS THE APPROVING AUTHORITY Chief Executive Officer

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. N.A.

➤ NUMBER OF BIDS RECEIVED 02

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes

➤ WHETHER INTEGRITY PACT WAS SIGNED Yes


Manager (Procurement)
PMU MEPCO Multan

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

(As per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA - II

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods**

➤ NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER
M/S Newage Cables (Pvt) Limited Newage House 33-K, Gulberg-II, Lahore.

➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).

M/S Newage Cables (Pvt) Limited Newage House 33-K, Gulberg-II, Lahore.

(1st Lowest)

M/S Pakistan Cables (Pvt) Limited

(2nd Lowest)

➤ NEED ANALYSIS (Why the procurement was necessary?)


Material Demanded by Field Formations and Procurement Plan approved by

BOD

➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS
(Briefly describe). N.A


Manager (Procurement)
PMU MEPCO Multan

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes
- DATE OF CONTRACT SIGNING 07.11.2022
(Attach a copy of agreement)
- CONTRACT AWARD PRICE Rs. 92,293,950/-
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes
(Attach copy of the bid evaluation report)
- ANY COMPLAINTS RECEIVED No
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IF THE TENDER NOTICE/DOCUMENTS (if yes give details) No
- DEVIATION FROM QUALIFICATION CRITERIS (if yes give details) No
- SPECIAL CONDITIONS, IF ANY (Give Brief Description) NIL


Manager (Procurement)
PMU MEPCO Multan



MULTAN ELECTRIC POWER COMPANY (MEPCO)
Office of the Chief Engineer (Development) PMU MEPCO,
Khanewal Road, Multan
Tel:061-9220248, Fax No.061-9220187 E-Mail:mngprocmepeco@gmail.com

PURCHASE ORDER

SAP P.O. No. 7700000183

Dated. 08.11.2022

Company
NEWAGE CABLES (PVT) LIMITED,
Newage House 33-K, Gulberg II
LAHORE
PAKISTAN

SUBJECT: PURCHASE ORDER FOR SUPPLY OF POWER CABLES AGAINST (ITEM NO.1) FINANCED UNDER MEPCOS OWN RESOURCES /DEPOSIT WORKS AGAINST TENDER NO.09/2022 (NCB) OPENED ON 31.08.2022.

Reference: i. This office LOI No. 7613-17/Proc/T-09/2022 dated 14.10.2022.
ii. Your office letter No. MEPCO/PB/LOI-7613-17 dated 24.10.2022.

MEPCO Ltd. Multan is pleased to place "PURCHASE ORDER" for the supply of under noted material at the rates mentioned hereunder, subject to the general conditions of the contract for purchase, WAPDA purchase procedure dated 12.08.1984 (amended to-date) and special conditions laid down in this purchase order:

A. DESCRIPTION OF STORES.

Sr. No.	Mat. Code	Description	Unit	Quantity	Unit Price (Rs)	Value w/o GST (Rs)	GST (%) (Rs)	Grand Total (Rs)
1	14253	4-CORE LT ALUMN. PVC CABLE 19/.083	KM	0.200	1,560,000.00	312,000.00	53040.00 (17 %)	365,040.00
2	422412	11KV Power cable 500MCM Single core	M	8260.000	2,920.00	24,119,200.00	4100264.00 (17 %)	28,219,464.00
3	422413	11KV Power cable 4/0 AWG three core	M	675.000	6,620.00	4,468,500.00	759645.00 (17 %)	5,228,145.00
Total		(THIRTY-THREE MILLION EIGHT HUNDRED TWELVE THOUSAND SIX HUNDRED FORTY-NINE ONLY.)				28,899,700.0	4,912,949.0	33,812,649.0

B. SPECIAL CONDITIONS:

- The procurement will be financed under MEPCO's Own Resources / deposit work for F.Y 2022-2023.
- All other provisions / conditions mentioned in the Bidding Documents No. 09/2022 or in this purchase order shall remain in full force and effective and any deviation or discrepancies in your bid form, the same stands withdrawn / rectified by you.
- The prices include the present duties & taxes. In case however the present duties and taxes are increased or new taxes / duties are imposed on finished goods by the Govt. during the concurrence of contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties / taxes by Govt., the price will be decreased accordingly.
- The purchaser may issue repeat order/additional purchase order not exceeding 15% of the original procurement as per PPR 2012(c)(iv).
- The above FCS prices are Firm and final exclusive of Sales Tax and no escalation due to variation in costs of labor, material and any kind (whatsoever) shall be allowed. The Sales Tax if applicable and levied will be reimbursed by MEPCO on actual basis upon production of the following original documents.
 - Invoice in triplicate.
 - Sales Tax Invoice.
 - Sales Tax cum payment challan for the relevant period.
 - Affidavit on non-judicial stamp paper (worth Rs. 500/-) confirming to the effect that sales tax for the above supply is included in this sales tax cum payment challan.
- All other terms and conditions not mentioned in this purchase order shall be governed by general conditions of Contract for purchases by WAPDA as given in WAPDA Purchase Procedure dated 12.08.84 amended to-date.
- Performance Guarantee No. 3006PBG004022 dated 21.10.2022 amounting to Rs. 2,889,970/- valid up-to 05.10.2024 issued by Faysal Bank Limited, 310-Upper Mall, Lahore is hereby received and has been confirmed by the issuing bank vide letter dated 02.11.2022.
- The material supplied by the manufacturer should have the embossing / printing / punching / engraving of P.O. & Name of the manufacturer, the word "MULTAN ELECTRIC POWER COMPANY LIMITED" or MEPCO, with year of manufacturing as per specification.

P.O. No. 7700000183

Chief Engineer (Development) PMU MEPCO

1/4

2. SPECIFICATIONS:

The material to be supplied shall conform to NTDC / WAPDAs Specification No.P-29:2010 (amended upto date) mentioned in the Tender Documents No. 09/2022 and drawings / technical data approved by the MEPCO / nominated consultant.

3. TERMS OF DELIVERY & CONSIGNEE:

The delivery of material on FCS basis shall be made 100% to Dy: Manager (MM) MEPCO Warehouse, 132KV Grid Station Khanewal Road, Multan.

4. DELIVERY PERIOD:

The FCS delivery of the 100% material at MEPCO Warehouse 132KV Grid Station, Khanewal Road, Multan shall be completed within 120 days from the date of issuance of Purchase Order.

Delivery period is the essence of contract and delivery must be completed within the dates specified.

For locally Inspected material

1st day of inspection or 15th day of inspection call whichever is earlier, shall be reckoned as date of delivery of store to WAPDA Consignee provided the goods accepted for supply have been delivered within 20-days from the issuance of inspection certificate (in case of 21-days or more L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged) subject to the condition that the supplier / manufacturer forwards inspection call for inspection of material which must be received in this office at least 15-days prior to the due date for delivery of material and the offer is not rejected due to being a fake call or material not conforming to the specification.

5. FINAL INSPECTION:

N.A

6. PAYMENT:

All the payments under this procurement shall be made 100% by Manager (Project Financing) PMU MEPCO, MEPCO Complex Khanewal Road, Multan through direct cheque in favor of the Firm on production of the following documents.

Documents required for Direct Cheque

- Bill in triplicate for 100% claim along with Sales Tax Invoice.
- Delivery Challan and GRN duly stamped and signed by the consignee.
- Warranty certificate & no-payment certificate.
- Confirmation of Manager (Proc) PMU, MEPCO Multan about acceptance of performance bond in case of first claim only.
- Inspection Certificate issued by the inspecting agency.
- Integrity # pact on prescribed performa duly signed and stamped.
- The reimbursement of Sales Tax @ 17% shall be made by the Manager (Project Financing) MEPCO Multan on presentation of copy of paid challan.

Documents required for Sales Tax

- Bill in triplicate of 100% claim for Sales Tax.
- Sales Tax return cum payment Challan for the month of delivery of material.
- Copy of Delivery Challan and GRN duly stamped and signed by the consignee.
- Certificate to the effect that the billed amount has not been claimed or received earlier.
- Copy of Inspection Certificate issued by the inspecting agency.
- In case the manufactures who pay lump sum Sales Tax, they shall also submit an affidavit on non-judicial paper that "Challan includes the amount of Rs. _____ of Sales Tax for supply of material to MEPCO against said procurement. These document shall be however, be got verified / Pre audited by Finance Director MEPCO before payment by the bank.

7. WARRANTY:

A Warranty to the effect that the goods offered conform exactly to the specifications laid down in this contract and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications, or not in conformity with the test certificate, the Firm will be held responsible for all losses and that the Firm agree to substitute the unacceptable goods with the acceptable goods at your risk and cost, provided the above mentioned defects / deficiencies are noticed within 18 months from the date of installation / commissioning or 24 months from the date of delivery of last consignment whichever is earlier.

8. FORCE MAJEURE:

MEPCO may revoke its right to terminate the contract or to claim penalty or liquidated damages shall not be applicable under the following circumstances, in case as a result of all or any of these events there has been delay in the performance of the contract by the manufacturer or supplier or the contract has become incapable of being performed: -

- Act of God.
- Act of State, War or any act of the enemy.
- Lock outs, Riots or Civil commotion.
- Injunction granted by a court of competent jurisdiction not resulting from any fault of the manufacturer /supplier.
- Restriction imposed by the Government on the import of any material relating to the manufacturer of goods.
- Non-receipt of raw material from abroad for reasons beyond the control of the manufacturer.
- Port delays due to bunker-age or light-age.
- Diversions of supplies by the Carrier without any fault or knowledge of manufacturer or supplier, provided further that the manufacturer or supplier has given notice to MEPCO within 14 days of the happening of any such event.

FAILURES AND TERMINATION:

- A) If the Firm fails to deliver the stores or any consignment thereof within the specified delivery period, the MEPCO shall be entitled to one or more of the following options: -
- To recover from the Firm Liquidated Damages levied at the rate of 2% per month or part thereof it subject to the maximum up to 10% of the contract price, the liquidated damaged shall be recovered only for the stores supplied late except where undelivered stores hold up to the use of other stores, when it shall be for the total value of the contract. The recovery of liquidated damages mentioned above can be affected from any payment due to the Firm from any other DISCOs.
 - To purchase from elsewhere without notice to the Firm at its risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery.
 - To cancel the contract at Firm's risk and cost.
 - In the event of action being taken under (ii) or (iii) above, Firm shall be liable for any loss which the MEPCO may suffer on that account, but Firm shall not be entitled to any gain on repurchase made against the supply order.
- B) If during the course of execution of the purchase order, the Firm is blacklisted by MEPCO / DISCOs, the MEPCO may proceed with all or any of the actions detailed below:
- To allow the Contract to run its course till completed in accordance with the terms and conditions of the contract.
 - To stop further supplies with or without financial repercussions.
 - To cancel the contract with or without reservation of rights.

NOTE: - While determining liquidated damages the purchaser shall not consider any of the following circumstances, a cause under "FORCE MAJURE" and shall not allow any relaxation in the liquidated damages on the account: -

- Delay on part of the contractor in the arrangement of raw material;
- Defect or failure occurring to any machinery or equipment installed at the contractor work during the currency of the contract.

10. RESPONSIBILITY EXECUTING PO:

The Firm is entirely responsible for the successful executing of the contract in all respects in accordance with the terms and conditions as specified in the contract including the schedule.

11. INSPECTION & REJECTION:

- Inspection of material will be carried out at your works by two authorized representatives nominated by Chief Engineer (Development) PMU MEPCO, Multan. Notices of at least 15-days prior to the due date for delivery of material in writing shall have to be given to the purchaser by you along-with schedule of inspection, for nomination of the inspectors when the stores against the order are ready for inspection. All reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to the inspecting officers by the Firm at your expense for carrying out inspection including return ticket up to the place of inspection and back (as admissible), local transportation, boarding, lodging in A class hotel and daily allowance as per bidding document Section #III, Clause -20.
- In case the goods fail to withstand any test and the Firm desire to submit new consignment, the cost of repeating such test / re-inspection and cost of witnessing such test by the inspector / engineer including boarding / lodging shall be borne by the Firm and the equipment will be replaced or modified to the satisfaction of the MEPCO without any additional cost to the MEPCO.
- Any inspection and / or witnessing of tests or the waiving of such tests and / or surveillance by the Engineer / Inspector shall not relieve the Firm of its obligations and responsibilities under the contract regardless of any approval or consent given by the Engineer and or Inspector.
- If any inspected or tested goods fail to conform to the specifications, the MEPCO may reject the goods, and Firm shall either replace or make alterations necessary to meet specification requirements free of cost to the MEPCO.
- The inspection fee @ 0.5% of total value of P.O without GST shall be deposited by the Firm in the office of Chief Engineer (Development) PMU MEPCO Multan.
- The Inspecting Officers may reject a part or the whole of the consignment tendered for inspection, if after inspection such rejection thereof as he may decide on his discretion, he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order.
- The decision of the Inspecting Officer shall be binding on the Firm.
- If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser Firm may submit stores in replacement of those rejected but re-submission will not mean extension of delivery period.
- On final rejection the purchaser shall have the following rights:
 - To purchase the rejected goods at your cost and expense.
 - To terminate the contract and recover from the Firm, the loss, incurred by MEPCO.In case, the rejection exceeds 20% of the Contracted quantity or volume, the additional fee payable to MEPCO's Inspection Agents will be recovered from the Firm.

12. PACKING:

The Firm will be responsible for packing the store suitable for transit by Rail/Road so as ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by and at Firms expense in accordance with the standard specifications governing such packing. In case there are no standard specifications, goods will be packed according to the trade practice to ensure safe receipt at destination.

13. FORFEITURE OF SECURITY BOND/ GUARANTEE (PERFORMANCE BOND):

The contracting officer will have the right to forfeit the security bond/guaranty performance bond.

A) If the contractor: -

- i) Fails to supply the goods within the time specified;
- ii) Fails to carry out the terms of contract, commits any breach of contract and this forfeiture of the security shall not debar the authority from taking suitable action against the Firm including black listing or any other remedial measures to save the authority against financial loss.
- iii) Fails to account for the import license issued on account of the purchaser;
- iv) Fails to account for the raw material secured by the contractor against any license or permit issued on account of the contracting officer.
- v) Fails to return drawings, design or any material belonging to the contracting officer which was to be returned in good condition to the contracting officer after the successful termination of the contract.

B) For other reasons specified in the purchase order by the contracting officer for forfeiting the security deposits. If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reason, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposits made in favor of any other unit of DISCOs or from any money due to the contractor from any unit of DISCOs.

14. LAWS GOVERNING THE PO:

The contract shall be governed by the Laws of Pakistan as amended from time to time, subject to the above conditions, a binding contract has been concluded with the issuance of this letter and that the provisions of this contract shall be binding on the Firm, on the Firm's assigned executors, administrators and all those who have any interest pecuniary or otherwise in the Firm's concern. Please acknowledge receipt in token of acceptance of P.O. within 07 days.

15. DISCLOSURE CLAUSE:

N.A

16. TECHNICAL LITERATURE/DRAWINGS:

04-Sets of Technical Data / Drawings in respect of above mentioned material will be submitted by you to MEPCO within 14-days on the issuance of P.O. for approval and if already approved Technical Data / Drawings of the material under procurement manufactured by you duly approved by Design (NTDC) WAPDA House, Lahore are available with you the same will be applicable for subjected material provided one set of the same is forwarded to this office at the earliest.


17. OTHER INFO:

N.A

18. ACCEPTANCE OF PO:

FOR
MULTAN ELECTRIC POWER COMPANY MULTAN.

ACCEPTED
M/s Newage Cables (Pvt) Ltd.,
33-K, Gulberg-II
LAHORE


Chief Engineer (Development)
PMU MEPCO Ltd: Multan

COPY TO:

Encl. No. 23/73-77 /Proc/T-09/2022

Dated 08 NOV 2022

1. General Manager (Technical) MEPCO Multan.
2. Finance Director, MEPCO Multan.
3. Manager (Project Financing) PMU MEPCO Multan.
4. Dy: Manager (MM) MEPCO 132KV Warehouse, Khanewal Road, Multan.


**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

CONTRACT AWARD PROFORMA -I

(As per Rule 47 of PP Rules, 2004)

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods.**

- NAME OF THE ORGANIZATION/DEPTT. MEPCO
- FEDERAL / PROGINICIAL GOVT. FEDERAL
- TITLE OF CONTRACT PURCHASE ORDER No. 7700000184
- TENDER NUMBER 07/2022
- BRIFF DESCRIPTION OF CONTRACT SUPPLY OF TOWER TYPE ZM-30
- TENDER VALUE Rs. 20,611,000/- Excluding GST
- ENGINEER'S ESTIMATE
(For civil Works only) N.A
- ESTIMATED COMPLETION PERIOD 120-Days
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT
PLAN? Yes
- ADVERTISEMENT:
- (i) PPRA Website (Federal Agencies) TS486049E (Yes)
- (ii) News Papers Pakistan Today Lahore & Rawalpindi
& Khabrain Lahore both dated: 28.07.2022
- TENDER OPENDED ON (DATE & TIME) 18.08.2022 (11.45 Hrs)
- NATURE OF PURCHASE Local
- EXTENSION IN DUE DATE (If any) NIL


Manager (Procurement)
PMO MEPCO Multan

➤ NUMBER OF TENDER DOCUMENTS SOLD 03

M/S Spleen. F.N. Power (JV) Lahore

M/S Siddique Sons Lahore.

M/S F.N. Power Muridke.

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes
(if yes enclose a copy)

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes
(if yes enclose a copy)

➤ WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

- PLEASE SPECIFY IF ANY OHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e. EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.) NIL


- WHO IS THE APPROVING AUTHORITY Chief Executive Officer

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. N.A

➤ NUMBER OF BIDS RECEIVED 01

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes

➤ WHETHER INTEGRITY PACT WAS SIGNED Yes


Manager (Procurement)
PMU MERCO Multan

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

(As per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA - II

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods**

➤ NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 01

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER
M/S Spleen F.N. Power (JV) Lahore.

➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).

M/S Spleen F.N. Power (JV) Lahore. (Single Bidder)


➤ NEED ANALYSIS (Why the procurement was necessary?)

Material Demanded by Field Formations and Procurement Plan approved by
BOD

➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS
(Briefly describe). N.A


Manager (Procurement)
PPRA Head Office Islamabad

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes
- DATE OF CONTRACT SIGNING 08.11.2022
(Attach a copy of agreement)
- CONTRACT AWARD PRICE Rs. 20,611,000/-
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes
(Attach copy of the bid evaluation report)
- ANY COMPLAINTS RECEIVED No
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IF THE TENDER NOTICE/DOCUMENTS (if yes give details) No
- DEVIATION FROM QUAIFICATION CRITERIS (if yes give details) No
- SPECIAL CONDITIONS, IF ANY (Give Brief Description) NIL


Manager (Procurement)
PMU MPCCO Mirzan



MULTAN ELECTRIC POWER COMPANY (MEPCO)
Office of the Chief Engineer (Development) PMU MEPCO,
Khanewal Road, Multan

Tel:061-9220248, Fax No.061-9220187 E-Mail:mngprocmepeco@gmail.com

PURCHASE ORDER

SAP P.O. No. 7700000184

Dated. 08.11.2022

Company
Spleen-Fn Power Joint Venture
20-Km, Ferozpur Road Off 3/4 Km Asif Town # 2
LAHORE
PAKISTAN

SUBJECT: PURCHASE ORDER FOR SUPPLY OF TOWER TYPE ZM-30 ALONGWITH NUTS AND BOLTS AND ALLIED ACCESSORIES FINANCED UNDER MEPCOS DEPOSIT WORKS AGAINST TENDER NO.07/2022 (NCB) OPENED ON 18.08.2022.

Reference: i. This office LOI No. 7618-22/Proc/T-09/2022 dated 14.10.2022.
ii. Your office letter No. SFJV-08/MEPCO/1343 dated 18.10.2022.

MEPCO Ltd. Multan is pleased to place "PURCHASE ORDER" for the supply of under noted material at the rates mentioned hereunder, subject to the general conditions of the contract for purchase, WAPDA purchase procedure dated 12.08.1984 (amended to-date) and special conditions laid down in this purchase order:

A. DESCRIPTION OF STORES.

Sr. No.	Mat. Code	Description	Unit	Quantity	Unit Price (Rs)	Value w/o GST (Rs)	GST (%) (Rs)	Grand Total (Rs)
1	222301	132KV TYPE TOWER ZM-30	EA	7.000	2,615,000.00	18,305,000.00	3111850.00(17 %)	21,416,850.00
2	239002	STUB & CLEAT-132KV D/C ZM-30 TYPE, TOWER	EA	7.000	178,000.00	1,246,000.00	211820.00(17 %)	1,457,820.00
3	242258	LEG EXTENSION 3M FOR ZM-30 TOWER	EA	2.000	530,000.00	1,060,000.00	180200.00(17 %)	1,240,200.00
Total	(TWENTY-FOUR MILLION ONE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED SEVENTY ONLY.)					20,611,000.0	3,503,870.0	24,114,870.0

B. SPECIAL CONDITIONS:

- The procurement will be financed under MEPCO's deposit works for F.Y 2022-2023.
- All other provisions / conditions mentioned in the Bidding Documents No. 07/2022 or in this purchase order shall remain in full force and effective and any deviation or discrepancies in your bid form, the same stands withdrawn / rectified by you.
- The prices include the present duties & taxes. In case however the present duties and taxes are increased or new taxes / duties are imposed on finished goods by the Govt. during the concurrence of contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties / taxes by Govt., the price will be decreased accordingly.
- The purchaser may issue repeat order/additional purchase order not exceeding 15% of the original procurement as per PPRA rule 42(c)(iv).
- The above FCS prices are Firm and final exclusive of Sales Tax and no escalation due to variation in costs of labor, material and any kind (whatsoever) shall be allowed. The Sales Tax if applicable and levied will be reimbursed by MEPCO on actual basis upon production of the following original documents.
 - Invoice in triplicate.
 - Sales Tax Invoice.
 - Sales Tax cum payment challan for the relevant period.
 - Affidavit on non-judicial stamp paper (worth Rs. 500/-) confirming to the effect that sales tax for the above supply is included in this sales tax cum payment challan.
- All other terms and conditions not mentioned in this purchase order shall be governed by general conditions of Contract for purchases by WAPDA as given in WAPDA Purchase Procedure dated 12.08.84 amended to-date.
- Performance Guarantee No. LG22900100035420 dated 25.10.2022 amounting to Rs. 2,061,100/- valid up-to 15.04.2025 issued by JS Bank Limited, Shaheen commercial complex Dr.Ziauddin Ajmad road Karachi is hereby received and has been confirmed by the issuing bank vide letter dated 02.11.2022.
- The material supplied by the manufacturer should have the embossing / printing / punching / engraving of P.O. & Name of the manufacturer, the word "MULTAN ELECTRIC POWER COMPANY LIMITED" or MEPCO, with year of manufacturing as per specification.

P.O. No. 7700000184

Chief Engineer (Development) PMU MEPCO

1/4

2. SPECIFICATIONS:

The material to be supplied shall conform to NTDC / WAPDAs Specification No.P-139-80 & P-82:81 (amended upto date) mentioned in the Tender Documents No. 07/2022 and drawings / technical data approved by the MEPCO / nominated consultant.

3. TERMS OF DELIVERY & CONSIGNEE:

The delivery of material on FCS basis shall be made 100% to Dy: Manager (MM) MEPCO Warehouse, 132KV Grid Station Khanewal Road, Multan.

4. DELIVERY PERIOD:

The FCS delivery of the 100% material at MEPCO Warehouse 132KV Grid Station, Khanewal Road, Multan shall be completed within 120 days from the date of issuance of Purchase Order.

Delivery period is the essence of contract and delivery must be completed within the dates specified.

For locally Inspected material

1st day of inspection or 15th day of inspection call whichever is earlier, shall be reckoned as date of delivery of store to WAPDA Consignee provided the goods accepted for supply have been delivered within 20-days from the issuance of inspection certificate (in case of 21-days or more L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged) subject to the condition that the supplier / manufacturer forwards inspection call for inspection of material which must be received in this office at least 15-days prior to the due date for delivery of material and the offer is not rejected due to being a fake call or material not conforming to the specification.

5. FINAL INSPECTION:

N.A

6. PAYMENT:

All the payments under this procurement shall be made 100% by Manager (Project Financing) PMU MEPCO, MEPCO Complex Khanewal Road, Multan through direct cheque in favor of the Firm on production of the following documents.

Documents required for Direct Cheque

- Bill in triplicate for 100% claim along with Sales Tax Invoice.
- Delivery Challan and GRN duly stamped and signed by the consignee.
- Warranty certificate & no-payment certificate.
- Confirmation of Manager (Proc) PMU, MEPCO Multan about acceptance of performance bond in case of first claim only.
- Inspection Certificate issued by the inspecting agency.
- Integrity # pact on prescribed performa duly signed and stamped.
- The reimbursement of Sales Tax @ 17% shall be made by the Manager (Project Financing) MEPCO Multan on presentation of copy of paid challan.

Documents required for Sales Tax

- Bill in triplicate of 100% claim for Sales Tax.
- Sales Tax return cum payment Challan for the month of delivery of material.
- Copy of Delivery Challan and GRN duly stamped and signed by the consignee.
- Certificate to the effect that the billed amount has not been claimed or received earlier.
- Copy of Inspection Certificate issued by the inspecting agency.
- In case the manufactures who pay lump sum Sales Tax, they shall also submit an affidavit on non-judicial paper that "Challan includes the amount of Rs. _____ of Sales Tax for supply of material to MEPCO against said procurement. These document shall be however, be got verified / Pre audited by Finance Director MEPCO before payment by the bank.

7. WARRANTY:

A Warranty to the effect that the goods offered conform exactly to the specifications laid down in this contract and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications, or not in conformity with the test certificate, the Firm will be held responsible for all losses and that the Firm agree to substitute the unacceptable goods with the acceptable goods at your risk and cost, provided the above mentioned defects / deficiencies are noticed within 18 months from the date of installation / commissioning or 24 months from the date of delivery of last consignment whichever is earlier.

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MEPCO may revoke its right to terminate the contract or to claim penalty or liquidated damages shall not be applicable under the following circumstances, in case as a result of all or any of these events there has been delay in the performance of the contract by the manufacturer or supplier or the contract has become incapable of being performed: -

- Act of God.
- Act of State, War or any act of the enemy.
- Lock outs, Riots or Civil commotion.
- Injunction granted by a court of competent jurisdiction not resulting from any fault of the manufacturer /supplier.
- Restriction imposed by the Government on the import of any material relating to the manufacturer of goods.
- Non-receipt of raw material from abroad for reasons beyond the control of the manufacturer.
- Port delays due to bunker-age or light-age.

viii) Diversions of supplies by the Carrier without any fault or knowledge of manufacturer or supplier, provided further that the manufacturer or supplier has given notice to MEPCO within 14 days of the happening of any such event.

9. FAILURES AND TERMINATION:

A) If the Firm fails to deliver the stores or any consignment thereof within the specified delivery period, the MEPCO shall be entitled to one or more of the following options: -

- i) To recover from the Firm Liquidated Damages levied at the rate of 2% per month or part thereof it subject to the maximum up to 10% of the contract price, the liquidated damages shall be recovered only for the stores supplied late except where undelivered stores hold up to the use of other stores, when it shall be for the total value of the contract. The recovery of liquidated damages mentioned above can be affected from any payment due to the Firm from any other DISCOs.
 - ii) To purchase from elsewhere without notice to the Firm at its risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery.
 - iii) To cancel the contract at Firm's risk and cost.
 - iv) In the event of action being taken under (ii) or (iii) above, Firm shall be liable for any loss which the MEPCO may suffer on that account, but Firm shall not be entitled to any gain on repurchase made against the supply order.
- B) If during the course of execution of the purchase order, the Firm is blacklisted by MEPCO / DISCOs, the MEPCO may proceed with all or any of the actions detailed below:
- i) To allow the Contract to run its course till completed in accordance with the terms and conditions of the contract.
 - ii) To stop further supplies with or without financial repercussions.
 - iii) To cancel the contract with or without reservation of rights.

NOTE: - While determining liquidated damages the purchaser shall not consider any of the following circumstances, a cause under "FORCE MAJURE" and shall not allow any relaxation in the liquidated damages on the account: -

- i) Delay on part of the contractor in the arrangement of raw material;
- ii) Defect or failure occurring to any machinery or equipment installed at the contractor work during the currency of the contract.

10. RESPONSIBILITY EXECUTING PO:

The Firm is entirely responsible for the successful executing of the contract in all respects in accordance with the terms and conditions as specified in the contract including the schedule.

11. INSPECTION & REJECTION:

- i) Inspection of material will be carried out at your works by two authorized representatives nominated by Chief Engineer (Development) PMU MEPCO, Multan. Notices of at least 15-days prior to the due date for delivery of material in writing shall have to be given to the purchaser by you along-with schedule of inspection, for nomination of the inspectors when the stores against the order are ready for inspection. All reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to the inspecting officers by the Firm at your expense for carrying out inspection including return ticket up to the place of inspection and back (as admissible), local transportation, boarding, lodging in A class hotel and daily allowance as per bidding document Section #III, Clause -20.
- ii) In case the goods fail to withstand any test and the Firm desire to submit new consignment, the cost of repeating such test / re-inspection and cost of witnessing such test by the inspector / engineer including boarding / lodging shall be borne by the Firm and the equipment will be replaced or modified to the satisfaction of the MEPCO without any additional cost to the MEPCO.
- iii) Any inspection and / or witnessing of tests or the waiving of such tests and / or surveillance by the Engineer / Inspector shall not relieve the Firm of its obligations and responsibilities under the contract regardless of any approval or consent given by the Engineer and or Inspector.
- iv) If any inspected or tested goods fail to conform to the specifications, the MEPCO may reject the goods, and Firm shall either replace or make alterations necessary to meet specification requirements free of cost to the MEPCO.
- v) The inspection fee @ 0.5% of total value of P.O without GST shall be deposited by the Firm in the office of Chief Engineer (Development) PMU MEPCO Multan.
- vi) The Inspecting Officers may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as he may decide on his discretion, he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order.
- vii) The decision of the Inspecting Officer shall be binding on the Firm.
- viii) If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser Firm may submit stores in replacement of those rejected but re-submission will not mean extension of delivery period.
- ix) On final rejection the purchaser shall have the following rights:
 - a. To purchase the rejected goods at your cost and expense.
 - b. To terminate the contract and recover from the Firm, the loss, incurred by MEPCO.In case, the rejection exceeds 20% of the Contracted quantity or volume, the additional fee payable to MEPCO's Inspection Agents will be recovered from the Firm.

12. PACKING:

The Firm will be responsible for packing the store suitable for transit by Rail/Road so as ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by and at Firm's expense in accordance with the standard specifications governing such packing. In case there are no standard specifications, goods will be packed according to the trade practice to ensure safe receipt at destination.

13. FORFEITURE OF SECURITY BOND/ GUARANTEE (PERFORMANCE BOND):

The contracting officer will have the right to forfeit the security bond/guaranty performance bond.

A) If the contractor: -

- i) Fails to supply the goods within the time specified;
- ii) Fails to carry out the terms of contract, commits any breach of contract and this forfeiture of the security shall not debar the authority from taking suitable action against the Firm including black listing or any other remedial measures to save the authority against financial loss.
- iii) Fails to account for the import license issued on account of the purchaser;
- iv) Fails to account for the raw material secured by the contractor against any license or permit issued on account of the contracting officer.
- v) Fails to return drawings, design or any material belonging to the contracting officer which was to be returned in good condition to the contracting officer after the successful termination of the contract.

B) For other reasons specified in the purchase order by the contracting officer for forfeiting the security deposits,

If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reason, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposits made in favor of any other unit of DISCOs or from any money due to the contractor from any unit of DISCOs.

14. LAWS GOVERNING THE PO:

The contract shall be governed by the Laws of Pakistan as amended from time to time, subject to the above conditions, a binding contract has been concluded with the issuance of this letter and that the provisions of this contract shall be binding on the Firm, on the Firm#s assigned executors, administrators and all those who have any interest pecuniary or otherwise in the Firms concern. Please acknowledge receipt in token of acceptance of P.O. within 07 days.

15. DISCLOSURE CLAUSE:

N.A

16. TECHNICAL LITERATURE/DRAWINGS:

Approved Technical data along with drawings received in this office vide letter No.SFJV-10/MEPCO/1348 dated 28.10.2022 will be accepted after approval from MEPCO technical data /drawing committee.

17. OTHER INFO:

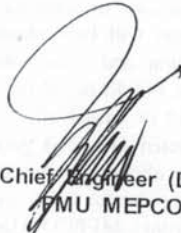
N.A

18. ACCEPTANCE OF PO:

FOR
MULTAN ELECTRIC POWER COMPANY
MULTAN.

ACCEPTED

M/s Spleen-FN (JV)
20.KM Ferozpur Road
off 3/4 Km Asif Town #2
LAHORE


Chief Engineer (Development)
PMU MEPCO Ltd: Multan

COPY TO:

Cont. No. 8178-82 /Proc/T-7/2022

Dated

08 NOV 2022

1. General Manager (Technical) MEPCO Multan.
2. Finance Director, MEPCO Multan.
3. Manager (Project Financing) PMU MEPCO Multan.
4. Dy: Manager (MM) MEPCO 132KV Warehouse, Khanewal Road, Multan.

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

CONTRACT AWARD PROFORMA -I

(As per Rule 47 of PP Rules, 2004)

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods.**

- NAME OF THE ORGANIZATION/DEPTT. MEPCO
- FEDERAL / PROVINCIAL GOVT. FEDERAL
- TITLE OF CONTRACT PURCHASE ORDER No. 7700000185
- TENDER NUMBER 22/2022
- BRIEF DESCRIPTION OF CONTRACT SUPPLY OF CONTROL CABLES
- TENDER VALUE Rs. 19,991,520.7 Excluding GST
- ENGINEER'S ESTIMATE (For civil Works only) N.A
- ESTIMATED COMPLETION PERIOD 120-Days
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes
- ADVERTISEMENT:
- (i) PPRA Website TS488519E (Yes)
- (ii) News Papers Daily Pakistan Observer Lahore dt 28.08.2022
Daily Khabrain Multan/Lahore dt. 28.08.22
- TENDER OPENED ON (DATE & TIME) 20.09.2022 (11.45 Hrs)
- NATURE OF PURCHASE Local
- EXTENSION IN DUE DATE (If any) NIL


↓
Manager (Procurement)
PMU MEPCO Multan

➤ NUMBER OF TENDER DOCUMENTS SOLD 02
M/S Newage Cables (Pvt)
Ltd. Lhr.
M/S Fast Cables Lahore.

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy) Yes

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy) Yes

➤ WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e. EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.) NIL


- WHO IS THE APPROVING AUTHORITY General Manager (Technical)

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. N.A

➤ NUMBER OF BIDS RECEIVED 01

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes

➤ WHETHER INTEGRITY PACT WAS SIGNED Yes


Manager (Procurement)
ZMU MEPCO Multan

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

(As per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA - II

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods**

➤ NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 01

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER
M/S Newage Cables (Pvt) Ltd. Newage House, 33-K, Gulberg-II, Lahore.

➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).

M/S Newage Cables (Pvt) Ltd. Newage House, 33-K, Gulberg-II, Lahore. (Single Bidder)

➤ NEED ANALYSIS (Why the procurement was necessary?)


Material Demanded by Field Formations and Procurement Plan approved by BOD

➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS

(Briefly describe). NA


Manager (Procurement)
PMU WAPDA Multan

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes
- DATE OF CONTRACT SIGNING 24.11.2022
(Attach a copy of agreement)
- CONTRACT AWARD PRICE Rs.19,991,520.7
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes
(Attach copy of the bid evaluation report)
- ANY COMPLAINTS RECEIVED No
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IF THE TENDER NOTICE/DOCUMENTS (if yes give details) No
- DEVIATION FROM QUAIFICATION CRITERIS (if yes give details) No
- SPECIAL CONDITIONS, IF ANY (Give Brief Description) NIL


Manager (Procurement)
PMU MEPCO Multan



PURCHASE ORDER

SAP P.O. No. 7700000185

Dated. 24.11.2022

Company
NEWAGE CABLES (PVT) LIMITED,
Newage House 33-K, Gulberg II
LAHORE
PAKISTAN

SUBJECT: PURCHASE ORDER FOR SUPPLY OF CONTROL CABLES UNDER MEPCO'S OWN RESOURCES
/DEPOSIT WORKS AGAINST TENDER NO.22/2022 (NCB) OPENED ON 20.09.2022.

Reference: i. This office LOI No. 7799-7803 dated 21.10.2022.
ii. Your office letter No.MEPCO/PB/LOI-7799-7803/2022 dated 02.11.2022.

MEPCO Ltd. Multan is pleased to place "PURCHASE ORDER" for the supply of under noted material at the rates mentioned hereunder, subject to the general conditions of the contract for purchase, WAPDA purchase procedure dated 12.08.1984 (amended to-date) and special conditions laid down in this purchase order:

A. DESCRIPTION OF STORES.

Sr. No.	Mat. Code	Description	Unit	Quantity	Unit Price (Rs)	Value w/o GST (Rs)	GST (%) (Rs)	Grand Total (Rs)
1	14119	CONTROL CABLE 4X2.5 mm ²	M	4480.000	801.85	3,592,288.00	610688.97(17%)	4,202,976.97
2	314101	Single core cable 35mm ²	M	50.000	1,041.81	52,090.63	8855.41(17%)	60,945.94
3	422420	Control cable 4X6mm ²	M	3950.000	1,311.40	5,180,030.00	880605.11(17%)	6,060,635.11
4	422425	Control cable 16X2.5 mm ²	M	2750.000	1,816.01	4,994,034.43	848985.85(17%)	5,843,020.28
5	422426	Control cable 8X2.5 mm ²	M	5417.000	1,139.58	6,173,077.78	1049423.23(17%)	7,222,501.01
Total						19,991,520.7	3,398,558.6	23,390,079.3
(TWENTY-THREE MILLION THREE HUNDRED NINETY THOUSAND SEVENTY-NINE AND FIFTY SEVEN PAISA(S) ONLY.)								

B. SPECIAL CONDITIONS:

- The procurement will be financed under MEPCO's own Resources/deposit work for F.Y 2022-2023.
- All other provisions / conditions mentioned in the Bidding Documents No.22/2022 or in this purchase order shall remain in full force and effective and any deviation or discrepancies in your bid form, the same stands withdrawn / rectified by you.
- The prices include the present duties & taxes. In case however the present duties and taxes are increased or new taxes / duties are imposed on finished goods by the Govt. during the concurrence of contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties / taxes by Govt., the price will be decreased accordingly.
- The purchaser may issue repeat order/additional purchase order not exceeding 15% of the original procurement as per PPRA rule 42(c)(iv).
- The above FCS prices are Firm and final exclusive of Sales Tax and no escalation due to variation in costs of labor, material and any kind (whatsoever) shall be allowed. The Sales Tax if applicable and levied will be reimbursed by MEPCO on actual basis upon production of the following original documents.
 - Invoice in triplicate.
 - Sales Tax Invoice.
 - Sales Tax cum payment challan for the relevant period.
 - Affidavit on non-judicial stamp paper (worth Rs. 500/-) confirming to the effect that sales tax for the above supply is included in this sales tax cum payment challan.
- All other terms and conditions not mentioned in this purchase order shall be governed by general conditions of Contract for purchases by WAPDA as given in WAPDA Purchase Procedure dated 12.08.84 amended to-date.
- Performance Guarantee No. 3006PBG004422 dated 01.11.2022 amounting to Rs. 2,340,000/- valid up-to 22.10.2024 issued by Cylal Bank Limited, 310-Upper Mall, Lahore is hereby received and has been confirmed by the issuing bank vide letter dated 01.11.2022.
- The material supplied by the manufacturer should have the embossing / printing / punching / engraving of P.O. & Name of

manufacturer, the word "MULTAN ELECTRIC POWER COMPANY LIMITED" or MEPCO, with year of manufacture or specification. The cable shall be marked at each meter.

2. SPECIFICATIONS:

The material to be supplied shall conform to NTDC / WAPDA's Specification No.P-100:2022(amended upto date) mentioned in the Tender Documents No. 22/2022 and drawings / technical data approved by the MEPCO / nominated consultant.

3. TERMS OF DELIVERY & CONSIGNEE:

The delivery of material on FCS basis shall be made 100% to Dy: Manager (MM) MEPCO Warehouse, 132KV Grid Station Khanewal Road, Multan.

CONSIGNEE

Dy: Manager (MM) MEPCO Warehouse, 132KV Grid Station Khanewal Road, Multan.

4. DELIVERY PERIOD:

The FCS delivery of the 100% material at MEPCO Warehouse 132KV Grid Station, Khanewal Road, Multan shall be completed within 120 days from the date of issuance of Purchase Order.

Delivery period is the essence of contract and delivery must be completed within the dates specified.

For locally Inspected material

1st day of inspection or 15th day of inspection call whichever is earlier, shall be reckoned as date of delivery of store to WAPDA Consignee provided the goods accepted for supply have been delivered within 20-days from the issuance of inspection certificate (in case of 21-days or more L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged) subject to the condition that the supplier / manufacturer forwards inspection call for inspection of material which must be received in this office at least 15-days prior to the due date for delivery of material and the offer is not rejected due to being a fake call or material not conforming to the specification.

5. FINAL INSPECTION:

N.A

6. PAYMENT:

All the payments under this procurement shall be made 100% by Manager (Project Financing) PMU MEPCO, MEPCO Complex Khanewal Road, Multan through direct cheque in favor of the Firm on production of the following documents.

Documents required for Direct Cheque

- Bill in triplicate for 100% claim along with Sales Tax Invoice.
- Delivery Challan and GRN duly stamped and signed by the consignee.
- Warranty certificate & no-payment certificate.
- Confirmation of Manager (Proc) PMU, MEPCO Multan about acceptance of performance bond in case of first claim only.
- Inspection Certificate issued by the inspecting agency.
- Integrity # pact on prescribed performa duly signed and stamped.
- The reimbursement of Sales Tax @ 17% shall be made by the Manager (Project Financing) MEPCO Multan on presentation of copy of paid challan.

Documents required for Sales Tax

- Bill in triplicate of 100% claim for Sales Tax.
- Sales Tax return cum payment Challan for the month of delivery of material.
- Copy of Delivery Challan and GRN duly stamped and signed by the consignee.
- Certificate to the effect that the billed amount has not been claimed or received earlier.
- Copy of Inspection Certificate issued by the inspecting agency.
- In case the manufacturers who pay lump sum Sales Tax, they shall also submit an affidavit on non-judicial paper that "Challan includes the amount of Rs. _____ of Sales Tax for supply of material to MEPCO against said procurement. These document shall be however, be got verified / Pre audited by Finance Director MEPCO before payment by the bank.

7. WARRANTY:

A Warranty to the effect that the goods offered conform exactly to the specifications laid down in this contract and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications, or not in conformity with the test certificate, the Firm will be held responsible for all losses and that the Firm agree to substitute the unacceptable goods with the acceptable goods at your risk and cost, provided the above mentioned defects / deficiencies are noticed within 18 months from the date of installation / commissioning or 24 months from the date of delivery of last consignment whichever is earlier.

8. FORCE MAJEURE:

MEPCO may revoke its right to terminate the contract or to claim penalty or liquidated damages shall not be applicable under the following circumstances, in case as a result of all or any of these events there has been delay in the performance of the contract by the manufacturer or supplier or the contract has become incapable of being performed: -

- Act of God.
- Act of State, War or any act of the enemy.
- Lock outs, Riots or Civil commotion.
- Injunction granted by a court of competent jurisdiction not resulting from any fault of the manufacturer /supplier.

mentioned
manufacture

restriction imposed by the Government on the import of any material relating to the manufacturer of goods.
non-receipt of raw material from abroad for reasons beyond the control of the manufacturer.

Port delays due to bunker-age or light-age.

i) Diversions of supplies by the Carrier without any fault or knowledge of manufacturer or supplier, provided further that the manufacturer or supplier has given notice to MEPCO within 14 days of the happening of any such event.

9. FAILURES AND TERMINATION:

A) If the Firm fails to deliver the stores or any consignment thereof within the specified delivery period, the MEPCO shall be entitled to one or more of the following options: -

i) To recover from the Firm Liquidated Damages levied at the rate of 2% per month or part thereof it subject to the maximum up to 10% of the contract price. the liquidated damaged shall be recovered only for the stores supplied late except where undelivered stores hold up to the use of other stores. when it shall be for the total value of the contract. The recovery of liquidated damages mentioned above can be affected from any payment due to the Firm from any other DISCOs.

ii) To purchase from elsewhere without notice to the Firm at its risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery.

iii) To cancel the contract at Firms risk and cost.

iv) In the event of action being taken under (ii) or (iii) above, Firm shall be liable for any loss which the MEPCO may suffer on that account. but Firm shall not be entitled to any gain on repurchase made against the supply order.

B) If during the course of execution of the purchase order, the Firm is blacklisted by MEPCO / DISCOs, the MEPCO may proceed with all or any of the actions detailed below:

i) To allow the Contract to run its course till completed in accordance with the terms and conditions of the contract.

ii) To stop further supplies with or without financial repercussions.

iii) To cancel the contract with or without reservation of rights.

NOTE: - While determining liquidated damages the purchaser shall not consider any of the following circumstances, a cause under "FORCE MAJURE" and shall not allow any relaxation in the liquidated damages on the account: -

i) Delay on part of the contractor in the arrangement of raw material;

ii) Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract.

10. RESPONSIBILITY EXECUTING PO:

The Firm is entirely responsible for the successful executing of the contract in all respects in accordance with the terms and conditions as specified in the contract including the schedule.

11. INSPECTION & REJECTION:

i) Inspection of material will be carried out at your works by two authorized representatives nominated by Chief Engineer (Development) PMU MEPCO, Multan. Notices of at least 15-days prior to the due date for delivery of material in writing shall have to be given to the purchaser by you along-with schedule of inspection, for nomination of the inspectors when the stores against the order are ready for inspection. All reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to the inspecting officers by the Firm at your expense for carrying out inspection including return ticket up to the place of inspection and back (as admissible), local transportation, boarding, lodging in A class hotel and daily allowance as per bidding document Clause.GCC-26.

ii) In case the goods fail to withstand any test and the Firm desire to submit new consignment, the cost of repeating such test / re-inspection and cost of witnessing such test by the inspector / engineer including boarding / lodging shall be borne by the Firm and the equipment will be replaced or modified to the satisfaction of the MEPCO / WAPDA without any additional cost to the MEPCO.

iii) Any inspection and / or witnessing of tests or the waiving of such tests and / or surveillance by the Engineer / Inspector shall not relieve the Firm of its obligations and responsibilities under the contract regardless of any approval or consent given by the Engineer and or Inspector.

iv) If any inspected or tested goods fail to conform to the specifications, the MEPCO may reject the goods, and Firm shall either replace or make alterations necessary to meet specification requirements free of cost to the MEPCO.

v) The inspection fee @ 0.5% of total value of P.O without GST shall be deposited by the Firm in the office of Chief Engineer (Development) PMU MEPCO Multan.

vi) The Inspecting Officers may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as he may decide on his discretion, he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order.

vii) The decision of the Inspecting Officer shall be binding on the Firm.

viii) If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser Firm may submit stores in replacement of those rejected but re-submission will not mean extension of delivery period.

x) On final rejection the purchaser shall have the following rights:

i. To purchase the rejected goods at your cost and expense.

ii. To terminate the contract and recover from the Firm, the loss, incurred by MEPCO. In case, the rejection exceeds 20% of the contracted quantity or volume, the additional fee payable to MEPCOs Inspection Agents will be recovered from the Firm.

12. PACKING:

The Firm will be responsible for packing the store suitable for transit by Rail/Road so as ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by and at Firms expense in accordance with the standard specifications governing such packing. In case there are no standard specifications, goods will be packed according to the

practice to ensure safe receipt at destination.

13. FORFEITURE OF SECURITY BOND/ GUARANTEE (PERFORMANCE BOND):

The contracting officer will have the right to forfeit the security bond/guaranty performance bond.

A) If the contractor: -

- i) Fails to supply the goods within the time specified;
 - ii) Fails to carry out the terms of contract, commits any breach of contract and this forfeiture of the security shall not debar the authority from taking suitable action against the Firm including black listing or any other remedial measures to save the authority against financial loss.
 - iii) Fails to account for the import license issued on account of the purchaser;
 - iv) Fails to account for the raw material secured by the contractor against any license or permit issued on account of the contracting officer.
 - v) Fails to return drawings, design or any material belonging to the contracting officer which was to be returned in good condition to the contracting officer after the successful termination of the contract.
- B) For other reasons specified in the purchase order by the contracting officer for forfeiting the security deposits. If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reason, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposits made in favor of any other unit of DISCOs or from any money due to the contractor from any unit of DISCOs.

14. LAWS GOVERNING THE PO:

The contract shall be governed by the Laws of Pakistan as amended from time to time, subject to the above conditions, a binding contract has been concluded with the issuance of this letter and that the provisions of this contract shall be binding on the Firm, on the Firms assigned executors, administrators and all those who have any interest pecuniary or otherwise in the Firms concern. Please acknowledge receipt in token of acceptance of P.O. within 07 days.

15. DISCLOSURE CLAUSE:

N.A

16. TECHNICAL LITERATURE/DRAWINGS:

04-Sets of Technical Data / Drawings in respect of above mentioned material will be submitted by you to MEPCO within 14-days from the issuance of P.O for approval and if already approved Technical Data / Drawings of the material under procurement manufactured by you duly approved by Design office Lahore are available with you the same will be applicable for subjected material provided one set of the same is forwarded to this office at the earliest.

17. OTHER INFO:

N.A

18. ACCEPTANCE OF PO:

FOR
MULTAN ELECTRIC POWER COMPANY MULTAN.

ACCEPTED

M/S Newage Cables (Pvt) Ltd.,

33-K, Gulberg-II

LAHORE


Chief Engineer (Development)
PMU MEPCO Ltd: Multan

COPY TO:

Encl. No. 8595-99 Proc/T-22/2022

Dated 24 NOV 2022

1. General Manager (Technical) MEPCO Multan.
2. Finance Director, MEPCO Multan.
3. Manager (Project Financing) PMU MEPCO Multan.
4. Dy: Manager (MM) MEPCO 132KV Warehouse, Khanewal Road, Multan.

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA -I

{As per Rule 47 of PP Rules, 2004}


To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods.

- NAME OF THE ORGANIZATION/DEPTT. MEPCO
- FEDERAL / PROVINCIAL GOVT. FEDERAL
- TITLE OF CONTRACT PURCHASE ORDER No. 7700000186
- TENDER NUMBER 23/2022
- BRIEF DESCRIPTION OF CONTRACT PROCUREMENT OF INDOOR/OUTDOOR
TERMINATION KITS
- TENDER VALUE Rs. 4,180,000/- Excluding GST
- ENGINEER'S ESTIMATE
(For civil Works only) N.A
- ESTIMATED COMPLETION PERIOD 120-Days
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT
PLAN? Yes
- ADVERTISEMENT:
- (i) PPRA Website (Federal Agencies) TS488519E (Yes)
- (ii) News Papers Daily Pakistan Observer Lahore dt 28.08.22
Daily Khabrain Multan/Lahore dt. 28.08.22
- TENDER OPENDED ON (DATE & TIME) 20.09.2022 (1200 Hrs)
- NATURE OF PURCHASE Local
- EXTENSION IN DUE DATE (If any) NIL


Manager (Procurement)
PMU MEPCO Multan

- NUMBER OF TENDER DOCUMENTS SOLD 01
M/S SWGI (Pvt) Ltd. Lahore.
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy) Yes
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy) Yes
- WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one)

a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____	<input type="checkbox"/>
b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____	<input checked="" type="checkbox"/>
c) TWO STAGE BIDDING PROCEDURE _____	<input type="checkbox"/>
d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____	<input type="checkbox"/>
- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e. EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.) NIL
- WHO IS THE APPROVING AUTHORITY Chief Engineer (Development)
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. N.A
- NUMBER OF BIDS RECEIVED 01
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes
- WHETHER INTEGRITY PACT WAS SIGNED Yes


 Manager (Procurement)
 PMU MEPCO Multan

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

(As per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA - II

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 01

- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER
M/S SGWI (Pvt) Limited 246-A-3, Gulberg-III, Lahore.

- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).

M/S SGWI (Pvt) Limited 246-A-3, Gulberg-III, Lahore. (Single Bidder)

- NEED ANALYSIS (Why the procurement was necessary?)

Material Demanded by Field Formations and Procurement Plan approved by BOD

- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS
(Briefly describe). N.A.


Manager (Procurement)
PMU MEPCO Multan

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes
- DATE OF CONTRACT SIGNING 28.11.2022
(Attach a copy of agreement)
- CONTRACT AWARD PRICE Rs. 4,180,000/-
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes
(Attach copy of the bid evaluation report)
- ANY COMPLAINTS RECEIVED No
- ANY DEVIATION FROM SPECIFICATIONS GIVEN No
IF THE TENDER NOTICE/DOCUMENTS
(if yes give details)
- DEVIATION FROM QUALIFICATION CRITERIA No
(if yes give details)
- SPECIAL CONDITIONS, IF ANY NIL
(Give Brief Description)

A /

Manager (Procurement)
PMU WAPDA Multan



MULTAN ELECTRIC POWER COMPANY (MEPCO)
Office of the Chief Engineer (Development) PMU MEPCO,
Khanewal Road, Multan

Tel:061-9220248, Fax No.061-9220187 E-Mail:mngprprocmepeco@gmail.com

PURCHASE ORDER

SAP P.O. No. 7700000186

Dated. 28.11.2022

Company
SCWI (Pvt) Limited Lahore
246-A-3, Gulberg-III
LAHORE
PAKISTAN

SUBJECT: PURCHASE ORDER FOR SUPPLY OF INDOOR/OUTDOOR TERMINATION KITS FINANCED UNDER MEPCO'S OWN RESOURCES /DEPOSIT WORKS AGAINST TENDER NO.23/2022 (NCB) OPENED ON 20.09.2022.

Reference: i. This office LOI No. 8327-31 DATED 16.11.2022.
ii. Your office letter dated 21.11.2022.

MEPCO Ltd. Multan is pleased to place "PURCHASE ORDER" for the supply of under noted material at the rates mentioned hereunder, subject to the general conditions of the contract for purchase, WAPDA purchase procedure dated 12.08.1984 (amended to-date) and special conditions laid down in this purchase order:

A. DESCRIPTION OF STORES.

Sr. No.	Mat. Code	Description	Unit	Quantity	Unit Price (Rs)	Value w/o GST (Rs)	GST (%) (Rs)	Grand Total (Rs)
1	422415	Indoor T/Kit for 4/0 AWG power cable	EA	13.000	19,500.00	253,500.00	43095.00(17 %)	296,595.00
2	422416	Outdoor T/Kit for 4/0 AWG power cable	EA	13.000	23,000.00	299,000.00	50830.00(17 %)	349,830.00
3	422421	Indoor T/Kit for 1000 MCM power cable	EA	247.000	12,500.00	3,087,500.00	524875.00(17 %)	3,612,375.00
4	422422	Outdoor T/Kit for 1000 MCM power cable	EA	27.000	20,000.00	540,000.00	91800.00(17 %)	631,800.00
Total (FOUR MILLION EIGHT HUNDRED NINETY THOUSAND SIX HUNDRED ONLY.)						4,180,000.0	710,600.0	4,890,600.0

B. SPECIAL CONDITIONS:

- The procurement will be financed under MEPCO's own Resources/Deposit work /ELR PMU for F.Y 2022-2023.
- All other provisions / conditions mentioned in the Bidding Documents No.23/2022 or in this purchase order shall remain in full force and effective and any deviation or discrepancies in your bid form, the same stands withdrawn / rectified by you.
- The prices include the present duties & taxes. In case however the present duties and taxes are increased or new taxes / duties are imposed on finished goods by the Govt. during the concurrence of contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties / taxes by Govt., the price will be decreased accordingly.
- As per bidding document clause 33.3 section iv part ii (Particular conditions of contract).The quantities of 09 NO 1000MCM Indoor and 09 No 100MCM Outdoor Kits have been increased on quoted unit price.
- The above FCS prices are Firm and final exclusive of Sales Tax and no escalation due to variation in costs of labor, material and any kind (whatsoever) shall be allowed. The Sales Tax if applicable and levied will be reimbursed by MEPCO on actual basis upon production of the following original documents.
 - Invoice in triplicate.
 - Sales Tax Invoice.
 - Sales Tax cum payment challan for the relevant period.
 - Affidavit on non-judicial stamp paper (worth Rs. 500/-) confirming to the effect that sales tax for the above supply is included in this sales tax cum payment challan.
- All other terms and conditions not mentioned in this purchase order shall be governed by general conditions of Contract for purchases by WAPDA as given in WAPDA Purchase Procedure dated 12.08.84 amended to-date.
- Performance Guarantee No.220006PER00095 dated 18.11.2022 amounting to Rs. 418,000/- valid up-to 16.11.2024 issued by Bank Alfalah Limited LDA Plaza branch,Passo building Kashmir road,Lahore is hereby received and has been confirmed by the issuing bank vide letter CGD0244 DATED 24.11.2022
- The material supplied by the manufacturer should have the embossing / printing / punching / engraving of P.O. & Name of the manufacturer, the word "MULTAN ELECTRIC POWER COMPANY LIMITED" or MEPCO, with year of manufacturing as

P.O. No. 7700000186

Chief Engineer (Development) PMU MEPCO

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er specification.

2. SPECIFICATIONS:

The material to be supplied shall conform to NTDC / WAPDAs Specification No.P-184:86 amended upto date) mentioned in the Tender Documents No. 23/2022 and drawings / technical data approved by the MEPCO / nominated consultant. Indoor Termination Kits manufactured by M/s TE Connectivity Solutions GmbH, Germany with indoor lugs, dead end bolts and T-Connectors and all allied accessories.

3. TERMS OF DELIVERY & CONSIGNEE:

The delivery of material on FCS basis shall be made 100% to Dy: Manager (MM) MEPCO Warehouse, 132KV Grid Station Khanewal Road, Multan.

CONSIGNEE

Dy: Manager (MM) MEPCO Warehouse, 132KV Grid Station Khanewal Road, Multan.

4. DELIVERY PERIOD:

The FCS delivery of the 100% material at MEPCO Warehouse 132KV Grid Station, Khanewal Road, Multan shall be completed within 120 days from the date of issuance of Purchase Order.

Delivery period is the essence of contract and delivery must be completed within the dates specified.

For locally Inspected material

1st day of inspection or 15th day of inspection call whichever is earlier, shall be reckoned as date of delivery of store to WAPDA Consignee provided the goods accepted for supply have been delivered within 20-days from the issuance of inspection certificate (in case of 21-days or more L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged) subject to the condition that the supplier / manufacturer forwards inspection call for inspection of material which must be received in this office at least 15-days prior to the due date for delivery of material and the offer is not rejected due to being a fake call or material not conforming to the specification.

5. FINAL INSPECTION:

N.A

6. PAYMENT:

All the payments under this procurement shall be made 100% by Manager (Project Financing) PMU MEPCO, MEPCO Complex Khanewal Road, Multan through direct cheque in favor of the Firm on production of the following documents.

Documents required for Direct Cheque

- Bill in triplicate for 100% claim along with Sales Tax Invoice.
- Delivery Challan and GRN duly stamped and signed by the consignee.
- Warranty certificate & no-payment certificate.
- Confirmation of Manager (Proc) PMU, MEPCO Multan about acceptance of performance bond in case of first claim only.
- Inspection Certificate issued by the inspecting agency.
- Integrity # pact on prescribed performa duly signed and stamped.
- The reimbursement of Sales Tax @ 17% shall be made by the Manager (Project Financing) MEPCO Multan on presentation of copy of paid challan.

Documents required for Sales Tax

- Bill in triplicate of 100% claim for Sales Tax.
- Sales Tax return cum payment Challan for the month of delivery of material.
- Copy of Delivery Challan and GRN duly stamped and signed by the consignee.
- Certificate to the effect that the billed amount has not been claimed or received earlier.
- Copy of Inspection Certificate issued by the inspecting agency.
- In case the manufactures who pay lump sum Sales Tax, they shall also submit an affidavit on non-judicial paper that "Challan includes the amount of Rs. _____ of Sales Tax for supply of material to MEPCO against said procurement. These document shall be however, be got verified / Pre audited by Finance Director MEPCO before payment by the bank.

7. WARRANTY:

A Warranty to the effect that the goods offered conform exactly to the specifications laid down in this contract and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications, or not in conformity with the test certificate, the Firm will be held responsible for all losses and that the Firm agree to substitute the unacceptable goods with the acceptable goods at your risk and cost, provided the above mentioned defects / deficiencies are noticed within 18 months from the date of installation / commissioning or 24 months from the date of delivery of last consignment whichever is earlier.

8. FORCE MAJEURE:

MEPCO may revoke its right to terminate the contract or to claim penalty or liquidated damages shall not be applicable under the following circumstances, in case as a result of all or any of these events there has been delay in the performance of the contract by the manufacturer or supplier or the contract has become incapable of being performed: -

- Act of God.
- Act of State, War or any act of the enemy.

Dated. 28.11.20

- ii) Lock outs, Riots or Civil commotion.
- iv) Injunction granted by a court of competent jurisdiction not resulting from any fault of the manufacturer /supplier.
- v) Restriction imposed by the Government on the import of any material relating to the manufacturer of goods.
- vi) Non-receipt of raw material from abroad for reasons beyond the control of the manufacturer.
- vii) Port delays due to bunker-age or light-age.
- viii) Diversions of supplies by the Carrier without any fault or knowledge of manufacturer or supplier, provided further that the manufacturer or supplier has given notice to MEPCO within 14 days of the happening of any such event.

9. FAILURES AND TERMINATION:

- A) If the Firm fails to deliver the stores or any consignment thereof within the specified delivery period, the MEPCO shall be entitled to one or more of the following options: -
 - i) To recover from the Firm Liquidated Damages levied at the rate of 2% per month or part thereof it subject to the maximum up to 10% of the contract price, the liquidated damages shall be recovered only for the stores supplied late except where undelivered stores hold up to the use of other stores, when it shall be for the total value of the contract. The recovery of liquidated damages mentioned above can be affected from any payment due to the Firm from any other DISCOs.
 - ii) To purchase from elsewhere without notice to the Firm at its risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery.
 - iii) To cancel the contract at Firms risk and cost.
 - iv) In the event of action being taken under (ii) or (iii) above, Firm shall be liable for any loss which the MEPCO may suffer on that account, but Firm shall not be entitled to any gain on repurchase made against the supply order.
 - B) If during the course of execution of the purchase order, the Firm is blacklisted by MEPCO / DISCOs, the MEPCO may proceed with all or any of the actions detailed below:
 - i) To allow the Contract to run its course till completed in accordance with the terms and conditions of the contract.
 - ii) To stop further supplies with or without financial repercussions.
 - iii) To cancel the contract with or without reservation of rights.
- NOTE - While determining liquidated damages the purchaser shall not consider any of the following circumstances, a cause under "FORCE MAJURE" and shall not allow any relaxation in the liquidated damages on the account: -
- i) Delay on part of the contractor in the arrangement of raw material;
 - ii) Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract.

10. RESPONSIBILITY EXECUTING PO:

The Firm is entirely responsible for the successful executing of the contract in all respects in accordance with the terms and conditions as specified in the contract including the schedule.

11. INSPECTION & REJECTION:

- i) Inspection of material will be carried out at your works by two authorized representatives nominated by Chief Engineer (Development) PMU MEPCO, Multan. Notices of at least 15-days prior to the due date for delivery of material in writing shall have to be given to the purchaser by you along-with schedule of inspection, for nomination of the inspectors when the stores against the order are ready for inspection. All reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to the inspecting officers by the Firm at your expense for carrying out inspection including return ticket up to the place of inspection and back (as admissible), local transportation, boarding, lodging in A class hotel and daily allowance as per bidding document Clause, GCC-26.
- ii) In case the goods fail to withstand any test and the Firm desire to submit new consignment, the cost of repeating such test / re-inspection and cost of witnessing such test by the inspector / engineer including boarding / lodging shall be borne by the Firm and the equipment will be replaced or modified to the satisfaction of the MEPCO / WAPDA without any additional cost to the MEPCO.
- iii) Any inspection and / or witnessing of tests or the waiving of such tests and / or surveillance by the Engineer / Inspector shall relieve the Firm of its obligations and responsibilities under the contract regardless of any approval or consent given by the Engineer and or Inspector.
- iv) If any inspected or tested goods fail to conform to the specifications, the MEPCO may reject the goods, and Firm shall either replace or make alterations necessary to meet specification requirements free of cost to the MEPCO.
- v) The inspection fee @ 0.5% of total value of P.O without GST shall be deposited by the Firm in the office of Chief Engineer (Development) PMU MEPCO Multan.
- vi) The Inspecting Officers may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as he may decide on his discretion, he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order.
- vii) The decision of the Inspecting Officer shall be binding on the Firm.
- viii) If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser Firm may submit stores in replacement of those rejected but re-submission will not mean extension of delivery period.
- ix) On final rejection the purchaser shall have the following rights:
 - a) To purchase the rejected goods at your cost and expense.
 - b) To terminate the contract and recover from the Firm, the loss, incurred by MEPCO. In case, the rejection exceeds 20% of the contracted quantity or volume, the additional fee payable to MEPCOs Inspection Agents will be recovered from the Firm.

Chief Engineer (Development) PMU MEPCO

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12. PACKING:

The Firm will be responsible for packing the store suitable for transit by Rail/Road so as ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by and at Firms expense in accordance with the standard specifications governing such packing. In case there are no standard specifications, goods will be packed according to the trade practice to ensure safe receipt at destination.

13. FORFEITURE OF SECURITY BOND/ GUARANTEE (PERFORMANCE BOND):

The contracting officer will have the right to forfeit the security bond/guaranty performance bond.

A) If the contractor: -

- i) Fails to supply the goods within the time specified;
- ii) Fails to carry out the terms of contract, commits any breach of contract and this forfeiture of the security shall not debar the authority from taking suitable action against the Firm including black listing or any other remedial measures to save the authority against financial loss.
- iii) Fails to account for the import license issued on account of the purchaser;
- iv) Fails to account for the raw material secured by the contractor against any license or permit issued on account of the contracting officer.
- v) Fails to return drawings, design or any material belonging to the contracting officer which was to be returned in good condition to the contracting officer after the successful termination of the contract.

B) For other reasons specified in the purchase order by the contracting officer for forfeiting the security deposits. If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reason, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposits made in favor of any other unit of DISCOs or from any money due to the contractor from any unit of DISCOs.

14. LAWS GOVERNING THE PO:

The contract shall be governed by the Laws of Pakistan as amended from time to time, subject to the above conditions, a binding contract has been concluded with the issuance of this letter and that the provisions of this contract shall be binding on the Firm, on the Firms assigned executors, administrators and all those who have any interest pecuniary or otherwise in the Firms concern. Please acknowledge receipt in token of acceptance of P.O. within 07 days.

15. DISCLOSURE CLAUSE:

N.A

16. TECHNICAL, LITERATURE/DRAWINGS:

04-Sets of Technical Data / Drawings in respect of above mentioned material will be submitted by you to MEPCO within 14-days from the issuance of P.O for approval and if already approved Technical Data / Drawings of the material under procurement manufactured by you duly approved by Design office Lahore are available with you the same will be applicable for subjected material provided one set of the same is forwarded to this office at the earliest.

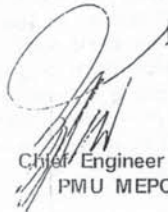
17. OTHER INFO:

N.A

18. ACCEPTANCE OF PO:

FOR
MULTAN ELECTRIC POWER COMPANY MULTAN.

ACCEPTED
M/s SGWI (Pvt)Ltd;
246-A-3 Gulberg III
LAHORE



Chief Engineer (Development)
PMU MEPCO Ltd; Multan

COPY TO:

Encl. No. 8632-36/Proc/T-23/2022

Dated 3 NOV 2022

1. General Manager (Technical) MEPCO Multan.
2. Finance Director, MEPCO Multan.
3. Manager (Project Financing) PMU MEPCO Multan.
4. Dy: Manager (MM) MEPCO 132KV Warehouse, Khanewal Road, Multan.


**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

CONTRACT AWARD PROFORMA -I

(As per Rule 47 of PP Rules, 2004)

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods.**

- NAME OF THE ORGANIZATION/DEPTT. MEPCO
- FEDERAL / PROGINICIAL GOVT. FEDERAL
- TITLE OF CONTRACT PURCHASE ORDER No. 7700000187
- TENDER NUMBER 14/2022
- BRIEF DESCRIPTION OF CONTRACT SUPPLY OF TRANSMISSION LINE HARDWARE
- TENDER VALUE Rs. 19,694,862.5/- Excluding GST
- ENGINEER'S ESTIMATE
(For civil Works only) N.A
- ESTIMATED COMPLETION PERIOD 120-Days
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT
PLAN? Yes
- ADVERTISEMENT:
- (i) PPRA Website
(Federal Agencies) TS487838E (Yes)
- (ii) News Papers Daily Pakistan Multan & Lahore, Daily
Khabrain, Multan all dt. 21.08.2022
- TENDER OPENED ON (DATE & TIME) 08.09.2022 (1100 Hrs)
- NATURE OF PURCHASE Local
- EXTENSION IN DUE DATE (If any) NIL


Manager (Procurement)
PPRA MEPCO Multan

➤ NUMBER OF TENDER DOCUMENTS SOLD 03
M/S Shah Gee Interprises Lahore
M/S Black Steel Lahore.
M/S Siddique Sons Lahore.

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy) Yes

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy) Yes

➤ WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e. EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.) NIL


WHO IS THE APPROVING AUTHORITY General Manager Technical

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. N.A.

➤ NUMBER OF BIDS RECEIVED 02

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes

➤ WHETHER INTEGRITY PACT WAS SIGNED Yes


Manager (Procurement)
PMU MHPMD Multan

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

(As per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA - II

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods**

➤ NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER
M/S Shah Gee Enterprises, Lahore.

➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).

M/S Shah Gee Enterprises, Lahore. (1st Lowest Bidder)

➤ NEED ANALYSIS (Why the procurement was necessary?)

Material Demanded by Field Formations and Procurement Plan approved by
BOD

➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS
(Briefly describe). N.A.

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- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes

- DATE OF CONTRACT SIGNING 30.11.2022
(Attach a copy of agreement)

- CONTRACT AWARD PRICE Rs.19,694,862.5/-


- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes
(Attach copy of the bid evaluation report)

- ANY COMPLAINTS RECEIVED No

- ANY DEVIATION FROM SPECIFICATIONS GIVEN No
IF THE TENDER NOTICE/DOCUMENTS No
(if yes give details)

- DEVIATION FROM QUALIFICATION CRITERIA No
(if yes give details)

- SPECIAL CONDITIONS, IF ANY NIL
(Give Brief Description)


Manager (Procurement)
PMU MEPCO Multan



MULTAN ELECTRIC POWER COMPANY (MEPCO)
Office of the Chief Engineer (Development) PMU MEPCO,
Khanewal Road, Multan
Tel:061-9220248, Fax No.061-9220187 E-Mail:mngprocmepeco@gmail.com

PURCHASE ORDER

SAP P.O. No. 7700000187

Dated. 30.11.2022

Company
M/S Shah Gee Enterprizes
429-D Punjab Govt Housing Society 23 KM, Multan Road
LAHORE
PAKISTAN

SUBJECT: PURCHASE ORDER FOR SUPPLY OF TRANSMISSION LINE HARDWARE FINANCED UNDER MEPCO'S OWN RESOURCES AGAINST MEPCO TENDER NO. 14/2022 (NCB) OPENED ON 08.09.2022.

Reference: i. This office LOI No. 7952-56/Proc/T-14/2022 dated 27.10.2022.
ii. Your office letter No. 786/919/MEPCO dated 14.11.2022.

MEPCO Ltd. Multan is pleased to place "PURCHASE ORDER" for the supply of under noted material at the rates mentioned hereunder, subject to the general conditions of the contract for purchase, WAPDA purchase procedure dated 12.08.1984 (amended to-date) and special conditions laid down in this purchase order:

A. DESCRIPTION OF STORES.

No.	Mat. Code	Description	Unit	Quantity	Unit Price (Rs)	Value w/o GST (Rs)	GST (%) (Rs)	Grand Total (Rs)
1	242116	Braces off size type-3 ZM-1 Tower	EA	425.000	13,221.00	5,618,925.00	955217.25(17 %)	6,574,142.25
2	242117	Braces off size type-6 ZM-1 Tower	EA	8.000	13,842.00	110,736.00	18825.12(17 %)	129,561.12
3	242118	Braces off size type-8 ZM-1 Tower	EA	105.000	17,254.49	1,811,721.45	307992.65(17 %)	2,119,714.10
4	242119	Braces off size type-9 ZM-1 Tower	EA	38.000	15,604.00	592,952.00	100801.84(17 %)	693,753.84
5	242120	Braces off size type-10 ZM-1 Tower	EA	21.000	11,646.00	244,565.00	41576.22(17 %)	286,141.22
6	242121	Braces off size type-11 ZM-1 Tower	EA	24.000	10,438.00	250,512.00	42587.04(17 %)	293,099.04
7	242122	Braces off size type-12 ZM-1 Tower	EA	65.000	7,384.00	479,960.00	81593.20(17 %)	561,553.20
8	242123	Braces off size type-13 ZM-1 Tower	EA	71.000	6,558.00	465,618.00	79155.06(17 %)	544,773.06
9	242124	Braces off size type-14 ZM-1 Tower	EA	52.000	5,724.00	297,648.00	50600.16(17 %)	348,248.16
10	242125	Braces off size type-15 ZM-1 Tower	EA	29.000	5,026.00	145,754.00	24778.18(17 %)	170,532.18
11	242126	braces off size type-16 ZM-1 Tower	EA	20.000	4,344.00	86,880.00	14769.60(17 %)	101,649.60
12	242127	Braces off size type-18 ZM-1 Tower	EA	76.000	3,700.00	281,200.00	47804.00(17 %)	329,004.00
13	242128	Braces off size type-18A ZM-1 Tower	EA	76.000	3,700.00	281,200.00	47804.00(17 %)	329,004.00
14	242129	Braces off size type-19 ZM-1 Tower	EA	76.000	3,846.00	292,296.00	49690.32(17 %)	341,986.32
15	242130	Braces off size type-19A ZM-1 Tower	EA	76.000	3,846.00	292,296.00	49690.32(17 %)	341,986.32
16	242131	Braces off size type-20ZM-1 Tower	EA	76.000	3,699.00	281,124.00	47791.08(17 %)	328,915.08
Total (THIRTEEN MILLION FOUR HUNDRED NINETY-FOUR THOUSAND SIXTY-FOUR AND FORTY-NINE PAISA (S) ONLY.)						11,533,388.5	1,960,676.0	13,494,064.5

P.O. No. 7700000187

Chief Engineer (Development) PMU MEPCO

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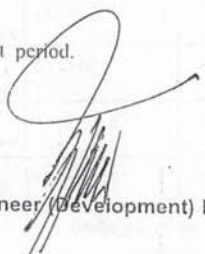
No.	Mat. Code	Description	Unit	Quantity	Unit Price (Rs)	Value w/o GST (Rs)	GST (%) (Rs)	
17.	242132	Braces off size type-23 2M-1 Tower	EA	76.000	3,846.00	292,296.00	49690.32(17 %)	
18.	242133	Braces off size type-24 2M-1 Tower	EA	79.000	3,841.00	303,439.00	51504.63(17 %)	355,000
19.	242134	Braces off size type-25 2M-1 Tower	EA	70.000	3,214.00	224,980.00	38246.60(17 %)	263,226.60
20.	242135	Braces off size type-31 2M-1 Tower	EA	8.000	13,842.00	110,736.00	18825.12(17 %)	129,561.12
21.	242136	Braces off size type-32 2M-1 Tower	EA	157.000	7,209.00	1,131,813.00	192408.21(17 %)	1,324,221.21
22.	242137	Braces off size type-33 2M-1 Tower	EA	63.000	13,591.00	856,233.00	145559.61(17 %)	1,001,792.61
23.	242138	Braces off size type-34 2M-1 Tower	EA	41.000	14,827.00	607,907.00	103344.19(17 %)	711,251.19
24.	242139	Braces off size type-35 2M-1 Tower	EA	27.000	11,037.00	297,999.00	50659.83(17 %)	348,658.83
25.	242140	Braces off size type-36 2M-1 Tower	EA	63.000	9,883.00	622,629.00	105846.93(17 %)	728,475.93
26.	242141	Braces off size type-37 2M-1 Tower	EA	75.000	6,976.00	523,200.00	88944.00(17 %)	612,144.00
27.	242142	Braces off size type-38 2M-1 Tower	EA	54.000	6,169.00	333,126.00	56631.42(17 %)	389,757.42
28.	242143	Braces off size type-39 2M-1 Tower	EA	47.000	5,395.00	253,565.00	43106.05(17 %)	296,671.05
29.	242144	Braces off size type-40 2M-1 Tower	EA	28.000	4,680.00	131,040.00	22276.80(17 %)	153,316.80
30.	242145	Braces off size type-41 2M-1 Tower	EA	24.000	2,241.00	53,784.00	9113.28(17 %)	62,897.28
31.	242146	Braces off size type-61 2M-1 Tower	EA	19.000	2,241.00	42,579.00	7238.43(17 %)	49,817.43
32.	242147	Braces off size type-63 2M-1 Tower	EA	19.000	14,842.00	281,998.00	47939.66(17 %)	329,937.66
33.	408512	Nut Bolts(1/2" X 3")	EA	1750.000	165.00	288,750.00	49087.50(17 %)	337,837.50
34.	408513	Nut Bolts(5/8" X 2")	EA	6970.000	195.00	1,359,150.00	231055.50(17 %)	1,590,205.50
35.	408514	Nut Bolts (5/8" X 3")	EA	1750.000	255.00	446,250.00	75862.50(17 %)	522,112.50
Total		(TWENTY-THREE MILLION FORTY-TWO THOUSAND NINE HUNDRED EIGHTY-NINE AND SEVEN PAISA (5) ONLY.)				19,694,862.5	3,348,126.6	23,042,989.1

non-judicial terms and conditions by WAPDA as per terms and conditions of performance guarantee. The material to be supplied per specification.

2. SPECIFICATIONS:
The material to be supplied Tender Document.

B. SPECIAL CONDITIONS:

- The procurement will be financed under MEPCO's own Resources for F.Y 2022-2023.
- All other provisions / conditions mentioned in the Bidding Documents No.14/2022 or in this purchase order shall remain in full force and effective and any deviation or discrepancies in your bid form, the same stands withdrawn / rectified by you.
- The prices include the present duties & taxes. In case however the present duties and taxes are increased or new taxes / duties are imposed on finished goods by the Govt. during the concurrence of contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties / taxes by Govt., the price will be decreased accordingly.
- The purchaser may issue repeat order/additional purchase order not exceeding 15% of the original procurement as per PPR rule 42(c)(iv).
- The above FCS prices are Firm and final exclusive of Sales Tax and no escalation due to variation in costs of labor, material and any kind (whatsoever) shall be allowed. The Sales Tax if applicable and levied will be reimbursed by MEPCO on actual basis upon production of the following original documents.
 - Invoice in triplicate.
 - Sales Tax Invoice.
 - Sales Tax cum payment challan for the relevant period.



P.O. No. 770000187

Chief Engineer (Development) PMU MEPCO

MULTAN ELECTRIC
Office of the

Invit on non-judicial stamp paper (worth Rs. 500/-) confirming to the effect that sales tax for the above supply is included sales tax cum-payment challan.
All other terms and conditions not mentioned in this purchase order shall be governed by general conditions of Contract for purchases by WAPDA as given in WAPDA Purchase Procedure dated 12.08.84 amended to-date.
vii) Performance Guarantee in shape of CDR No.14580508 dated 10.11.2022 amounting to Rs. 1,969,486/- issued by Allied bank Phoolnagar Dist Kasur. is hereby received and has been confirmed by the issuing bank vide letter dated 30.11.2022.
viii) The material supplied by the manufacturer should have the embossing / printing / punching / engraving of P.O. & Name of the manufacturer, the word "MULTAN ELECTRIC POWER COMPANY LIMITED" or MEPCO, with year of manufacturing as per specification.

2. SPECIFICATIONS:

The material to be supplied shall conform to relevant NTDC / WAPDA's Specification(amended upto date) mentioned in the Tender Documents No. 14/2022 and drawings / technical data approved by the MEPCO / nominated consultant.

3. TERMS OF DELIVERY & CONSIGNEE:

The delivery of material on FCS basis shall be made 100% to Dy: Manager (MM); MEPCO Warehouse, 132KV Grid Station Khanewal Road, Multan.
CONSIGNEE
Dy: Manager (MM) MEPCO Warehouse,132KV Grid Station Khanewal Road, Multan.

4. DELIVERY PERIOD:

The FCS delivery of the 100% material at MEPCO Warehouse132KV Grid Station, Khanewal Road, Multan shall be completed within 120 days from the date of issuance of Purchase Order.
Delivery period is the essence of contract and delivery must be completed within the dates specified.
For locally Inspected material

7 day of inspection or 15th day of inspection call whichever is earlier, shall be reckoned as date of delivery of store to WAPDA Consignee provided the goods accepted for supply have been delivered within 20-days from the issuance of inspection certificate (in case of 21-days or more L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged) subject to the condition that the supplier / manufacturer forwards inspection call for inspection of material which must be received in this office at least 15-days prior to the due date for delivery of material and the offer is not rejected due to being a fake call or material not conforming to the specification.

5. FINAL INSPECTION:

N.A

6. PAYMENT:

All the payments under this procurement shall be made 100% by Manager (Project Financing) PMU MEPCO, MEPCO Complex Khanewal Road, Multan through direct cheque in favor of the Firm on production of the following documents.

- Bill in triplicate for 100% claim along with Sales Tax Invoice.
 - Delivery Challan and GRN duly stamped and signed by the consignee.
 - Warranty certificate & no-payment certificate.
 - Confirmation of Manager (Proc) PMU, MEPCO Multan about acceptance of performance bond in case of first claim only.
 - Inspection Certificate issued by the inspecting agency.
 - Integrity # pact on prescribed performa duly signed and stamped.
 - The reimbursement of Sales Tax @ 17% shall be made by the Manager (Project Financing) MEPCO Multan on presentation of copy of paid challan.
Documents required for Sales Tax
- Bill in triplicate of 100% claim for Sales Tax.
 - Sales Tax return cum payment Challan for the month of delivery of material.
 - Copy of Delivery Challan and GRN duly stamped and signed by the consignee.
 - Certificate to the effect that the billed amount has not been claimed or received earlier.
 - Copy of Inspection Certificate issued by the inspecting agency.
 - In case the manufactures who pay lump sum Sales Tax, they shall also submit an affidavit on non-judicial paper that "Challan includes the amount of Rs. _____ of Sales Tax for supply of material to MEPCO against said procurement. These document shall be however, be got verified / Pre audited by Finance Director MEPCO before payment by the bank.

7. WARRANTY:

A Warranty to the effect that the goods offered conform exactly to the specifications laid down in this contract and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications, or not in conformity with the test certificate, the Firm will be held responsible for all losses and that the Firm agree to substitute the unacceptable goods with the acceptable goods at your risk and cost, provided the above mentioned defects / deficiencies are noticed within 18 months from the date of installation / commissioning or 24 months from the date of delivery of last consignment whichever is earlier.

FORCE MAJEURE:

MEPCO may revoke its right to terminate the contract or to claim penalty or liquidated damages shall not be applicable following circumstances, in case as a result of all or any of these events there has been delay in the performance of the contract by the manufacturer or supplier or the contract has become incapable of being performed: -

- i) Act of God.
- ii) Act of State, War or any act of the enemy.
- iii) Lock outs, Riots or Civil commotion.
- iv) Injunction granted by a court of competent jurisdiction not resulting from any fault of the manufacturer /supplier.
- v) Restriction imposed by the Government on the import of any material relating to the manufacturer of goods.
- vi) Non-receipt of raw material from abroad for reasons beyond the control of the manufacturer.
- vii) Port delays due to bunker-age or light-age.
- viii) Diversions of supplies by the Carrier without any fault or knowledge of manufacturer or supplier, provided further that the manufacturer or supplier has given notice to MEPCO within 14 days of the happening of any such event.

9. FAILURES AND TERMINATION:

A) If the Firm fails to deliver the stores or any consignment thereof within the specified delivery period, the MEPCO shall be entitled to one or more of the following options: -

- i) To recover from the Firm Liquidated Damages levied at the rate of 2% per month or part thereof it subject to the maximum up to 10% of the contract price, the liquidated damages shall be recovered only for the stores supplied late except where undelivered stores hold up to the use of other stores, when it shall be for the total value of the contract. The recovery of liquidated damages mentioned above can be affected from any payment due to the Firm from any other DISCOs.
- ii) To purchase from elsewhere without notice to the Firm at its risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery.
- iii) To cancel the contract at Firms risk and cost.
- iv) In the event of action being taken under (ii) or (iii) above, Firm shall be liable for any loss which the MEPCO may suffer on that account, but Firm shall not be entitled to any gain on repurchase made against the supply order.

B) If during the course of execution of the purchase order, the Firm is blacklisted by MEPCO / DISCOs, the MEPCO may proceed with all or any of the actions detailed below:

- i) To allow the Contract to run its course till completed in accordance with the terms and conditions of the contract.
- ii) To stop further supplies with or without financial repercussions.
- iii) To cancel the contract with or without reservation of rights.

NOTE: - While determining liquidated damages the purchaser shall not consider any of the following circumstances, a cause under "FORCE MAJURE" and shall not allow any relaxation in the liquidated damages on the account: -

- i) Delay on part of the contractor in the arrangement of raw material;
- ii) Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract.

10. RESPONSIBILITY EXECUTING PO:

The Firm is entirely responsible for the successful executing of the contract in all respects in accordance with the terms and conditions as specified in the contract including the schedule.

11. INSPECTION & REJECTION:

- i) Inspection of material will be carried out at your works by two authorized representatives nominated by Chief Engineer (Development) PMU MEPCO, Multan. Notices of at least 15-days prior to the due date for delivery of material in writing shall have to be given to the purchaser by you along-with schedule of inspection, for nomination of the inspectors when the stores against the order are ready for inspection. All reasonable facilities as provided in the specifications or followed by the Industry or Trade in general shall have to be afforded to the inspecting officers by the Firm at your expense for carrying out inspection including return ticket up to the place of inspection and back (as admissible), local transportation, boarding, lodging in a hotel and daily allowance as per bidding document Clause.GCC-26.
- ii) In case the goods fail to withstand any test and the Firm desire to submit new consignment, the cost of repeating such test / re-inspection and cost of witnessing such test by the inspector / engineer including boarding / lodging shall be borne by the Firm and the equipment will be replaced or modified to the satisfaction of the MEPCO / WAPDA without any additional cost to the MEPCO.
- iii) Any inspection and / or witnessing of tests or the waiving of such tests and / or surveillance by the Engineer / Inspector shall not relieve the Firm of its obligations and responsibilities under the contract regardless of any approval or consent given by the Engineer and or Inspector.
- iv) If any inspected or tested goods fail to conform to the specifications, the MEPCO may reject the goods, and Firm shall either replace or make alterations necessary to meet specification requirements free of cost to the MEPCO.
- v) The inspection fee (@ 0.5% of total value of P.O without GST shall be deposited by the Firm in the office of Chief Engineer (Development) PMU MEPCO Multan.
- vi) The Inspecting Officers may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as he may decide on his discretion, he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order.
- vii) The decision of the Inspecting Officer shall be binding on the Firm.
- viii) If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser Firm may submit stores in replacement of those rejected but re-submission will not mean extension of delivery period.

rejection the
choose the rejecte
terminate the contr
quantity or vol
PACKING:
The Firm will be responsib
damage on arrival at desti
standard specifications gover
trade practice to ensure safe
FORFEITURE OF SEC
The contracting officer will

Final rejection the purchaser shall have the following rights:
purchase the rejected goods at your cost and expense.

To terminate the contract and recover from the Firm, the loss, incurred by MEPCO. In case, the rejection exceeds 20% of the Contracted quantity or volume, the additional fee payable to MEPCOs Inspection Agents will be recovered from the Firm.

12. PACKING:

The Firm will be responsible for packing the store suitable for transit by Rail/Road so as ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by and at Firms expense in accordance with the standard specifications governing such packing. In case there are no standard specifications, goods will be packed according to the trade practice to ensure safe receipt at destination.

13. FORFEITURE OF SECURITY BOND/ GUARANTEE (PERFORMANCE BOND):

The contracting officer will have the right to forfeit the security bond/guaranty performance bond.

A) If the contractor: -

- i) Fails to supply the goods within the time specified;
- ii) Fails to carry out the terms of contract, commits any breach of contract and this forfeiture of the security shall not debar the authority from taking suitable action against the Firm including black listing or any other remedial measures to save the authority against financial loss.
- iii) Fails to account for the import license issued on account of the purchaser;
- iv) Fails to account for the raw material secured by the contractor against any license or permit issued on account of the contracting officer.
- v) Fails to return drawings, design or any material belonging to the contracting officer which was to be returned in good condition to the contracting officer after the successful termination of the contract.

B) For other reasons specified in the purchase order by the contracting officer for forfeiting the security deposits.

If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reason, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposits made in favor of any other unit of DISCOs or from any money due to the contractor from any unit of DISCOs.

14. LAWS GOVERNING THE PO:

The contract shall be governed by the Laws of Pakistan as amended from time to time, subject to the above conditions, a binding contract has been concluded with the issuance of this letter and that the provisions of this contract shall be binding on the Firm, on the Firms assigned executors, administrators and all those who have any interest pecuniary or otherwise in the Firms concern. Please acknowledge receipt in token of acceptance of P.O. within 07 days.

15. DISCLOSURE CLAUSE:

N.A

16. TECHNICAL LITERATURE/DRAWINGS:

04-Sets of Technical Data / Drawings in respect of above mentioned material will be submitted by you to MEPCO within 14-days from the issuance of P.O for approval and if already approved Technical Data / Drawings of the material under procurement manufactured by you duly approved by Design office Lahore are available with you the same will be applicable for subjected material provided one set of the same is forwarded to this office at the earliest.

17. OTHER INFO:

N.A

18. ACCEPTANCE OF PO:

FOR
MULTAN ELECTRIC POWER COMPANY MULTAN.

ACCEPTED

M/s Shah Gee Enterprises,
429-D Punjab Govt Housing Scheme
23-KM Multan Road
Lahore.

Chief Engineer (Development)
PMU MEPCO Ltd: Multan

COPY TO:

Endt. No. 8705-09 /Proc/T-14/2022

Dated 30-11-2022

- 1. General Manager (Technical) MEPCO Multan.
- 2. Finance Director, MEPCO Multan.
- 3. Manager (Project Financing) PMU MEPCO Multan.
- 4. Dy: Manager (MM) MEPCO 132KV Warehouse, Khanewal Road, Multan.


PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA -I

(As per Rule 47 of PP Rules, 2004)

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods.

- NAME OF THE ORGANIZATION/DEPTT. MEPCO
- FEDERAL / PROGINICIAL GOVT. FEDERAL
- TITLE OF CONTRACT PURCHASE ORDER No. 7700000188
- TENDER NUMBER 17/2022
- BRIEF DESCRIPTION OF CONTRACT SUPPLY OF 11KV Post Insulator with Clamp
- TENDER VALUE Rs. 3,747,600/- Excluding GST
- ENGINEER'S ESTIMATE
(For civil Works only) N.A
- ESTIMATED COMPLETION PERIOD 120-Days
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes
- ADVERTISEMENT:
- (i) PPRA Website (Federal Agencies) TS487838E (Yes)
- (ii) News Papers Daily Pakistan Multan & Lahore, Daily Khabrain, Multan all dt. 21.08.2022
- TENDER OPENED ON (DATE & TIME) 08.09.2022 (1145 Hrs)
- NATURE OF PURCHASE Local
- EXTENSION IN DUE DATE (If any) NIL


↓ Manager (Procurement)
PESU MEPCO Multan

➤ NUMBER OF TENDER DOCUMENTS SOLD 01
M/S EMCO Industries Lahore.

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes
(if yes enclose a copy)

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes
(if yes enclose a copy)

➤ WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e. EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.) NIL

- WHO IS THE APPROVING AUTHORITY Chief Engineer (Development)

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. N.A.

➤ NUMBER OF BIDS RECEIVED 01

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes

➤ WHETHER INTEGRITY PACT WAS SIGNED Yes

AY
Manager (Procurement)
PMU MEPCO Multan

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

(As per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA - II

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods**

➤ NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 01

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER
M/S EMCO Industries Lahore.


➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).

M/S EMCO Industries Lahore. (Single Bidder)

➤ NEED ANALYSIS (Why the procurement was necessary?)

Material Demanded by Field Formations and Procurement Plan approved by
BOD

➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS
(Briefly describe). N.A.


Manager (Procurement)
PUBLIC PROCUREMENT AUTHORITY

220 of 20

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes

- DATE OF CONTRACT SIGNING 02.12.2022
(Attach a copy of agreement)

- CONTRACT AWARD PRICE Rs.3,747,600/-

- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes
(Attach copy of the bid evaluation report)

- ANY COMPLAINTS RECEIVED No

- ANY DEVIATION FROM SPECIFICATIONS GIVEN IF THE TENDER NOTICE/DOCUMENTS No
(if yes give details)

- DEVIATION FROM QUALIFICATION CRITERIS No
(if yes give details)

- SPECIAL CONDITIONS, IF ANY NIL
(Give Brief Description)

M

M...



MULTAN ELECTRIC POWER COMPANY (MEPCO)
Office of the Chief Engineer (Development) PMU MEPCO,
Khanewal Road, Multan
Tel:061-9220248, Fax No.061-9220187 E-Mail:mngprprocmepeco@gmail.com

PURCHASE ORDER

SAP P.O. No. 7700000188

Dated. 02.12.2022

Ms. Emco Industries Limited
4th Floor, National Tower
28 Edgerton Road
LAHORE
PAKISTAN

SUBJECT: PURCHASE ORDER FOR SUPPLY OF 11KV POST INSULATOR WITH CLAMP FINANCED UNDER MEPCO'S OWN RESOURCES / DEPOSIT WORKS AGAINST MEPCO TENDER NO. 17/2022 (NCB) OPENED ON 08.09.2022.

Reference: i. This office LOI No. 7957-61/Proc/T-17/2022 dated 27.10.2022.
ii. Your office letter dated 21.11.2022.

MEPCO Ltd. Multan is pleased to place "PURCHASE ORDER" for the supply of under noted material at the rates mentioned hereunder, subject to the general conditions of the contract for purchase, WAPDA purchase procedure dated 12.08.1984 (amended to-date) and special conditions laid down in this purchase order:

DESCRIPTION OF STORES.

Sr. No.	Mat. Code	Description	Unit	Quantity	Unit Price (Rs)	Value w/o GST (Rs)	GST (%) (Rs)	Grand Total (Rs)
1	414970	11KV POST INSULATOR (R)	EA	108.000	34,700.00		637092.00 (17 %)	4,384,692.00
Total (FOUR MILLION THREE HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED NINETY-TWO ONLY.)						3,747,600.00	637,092.0	4,384,692.0

B. SPECIAL CONDITIONS:

- i) The procurement will be financed under MEPCO's Own Resources / Deposit works for F.Y 2022-2023.
- ii) All other provisions / conditions mentioned in the Bidding Documents No.17/2022 or in this purchase order shall remain in full force and effective and any deviation or discrepancies in your bid form, the same stands withdrawn / rectified by you.
- iii) The prices include the present duties & taxes. In case however the present duties and taxes are increased or new taxes / duties are imposed on finished goods by the Govt. during the concurrence of contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties / taxes by Govt., the price will be decreased accordingly.
- iv) As per bidding document clause 33.3 section iv part ii (Particular conditions of contract) the quantities of 03-NO has been increased on quoted unit price.
- v) The above FCS prices are Firm and final exclusive of Sales Tax and no escalation due to variation in costs of labor, material and any kind (whatsoever) shall be allowed. The Sales Tax if applicable and levied will be reimbursed by MEPCO on actual basis upon production of the following original documents.
1) Invoice in triplicate.
2) Sales Tax Invoice.
3) Sales Tax cum payment challan for the relevant period.
4) Affidavit on non-judicial stamp paper (worth Rs. 500/-) confirming to the effect that sales tax for the above supply is included in this sales tax cum payment challan.
- vi) All other terms and conditions not mentioned in this purchase order shall be governed by general conditions of Contract for purchases by WAPDA as given in WAPDA Purchase Procedure dated 12.08.84 amended to-date.
- vii) Performance Guarantee No.MD22320287910023 dated 16.11.2022 amounting to Rs. 374,760/-valid upto 10.05.2025 issued by The bank of Khyber Ali trade centre, MM Alan road, Gulberg II, Lahore is hereby received and has been confirmed by the issuing bank vide letter No.BOK/HQ/TFOD/2022/114 dated 01.12.2022.
- viii) The material supplied by the manufacturer should have the embossing / printing / punching / engraving of P.O. & Name of the manufacturer, the word "MULTAN ELECTRIC POWER COMPANY LIMITED" or MEPCO, with year of manufacturing as per specification.

2. SPECIFICATIONS:

The material to be supplied shall conform to relevant NTDC / WAPDA's Specification(amended upto date) mentioned in the Tender Documents No. 17/2022 and drawings / technical data approved by the MEPCO / nominated consultant.

P.O. No. 7700000188

Chief Engineer (Development) PMU MEPCO

1/4

3. TERMS OF DELIVERY & CONSIGNEE:

The delivery of material on FCS basis shall be made 100% to Dy: Manager (MM) MEPCO Warehouse, 132KV Grid Khanewal Road, Multan.

CONSIGNEE

Dy: Manager (MM) MEPCO Warehouse, 132KV Grid Station Khanewal Road, Multan.

4. DELIVERY PERIOD:

The FCS delivery of the 100% material at MEPCO Warehouse 132KV Grid Station, Khanewal Road, Multan shall be completed within 120 days from the date of issuance of Purchase Order.

Delivery period is the essence of contract and delivery must be completed within the dates specified.

For locally Inspected material

1st day of inspection or 15th day of inspection call whichever is earlier, shall be reckoned as date of delivery of store to WAPDA Consignee provided the goods accepted for supply have been delivered within 20-days from the issuance of inspection certificate (in case of 21-days or more L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged) subject to the condition that the supplier / manufacturer forwards inspection call for inspection of material which must be received in this office at least 15-days prior to the due date for delivery of material and the offer is not rejected due to being a fake call or material not conforming to the specification.

5. FINAL INSPECTION:

N.A

6. PAYMENT:

All the payments under this procurement shall be made 100% by Manager (Project Financing) PMU MEPCO, MEPCO Complex Khanewal Road, Multan through direct cheque in favor of the Firm on production of the following documents.

Documents required for Direct Cheque

- a) Bill in triplicate for 100% claim along with Sales Tax Invoice.
- b) Delivery Challan and GRN duly stamped and signed by the consignee.
- c) Warranty certificate & no-payment certificate.
- d) Confirmation of Manager (Proc) PMU, MEPCO Multan about acceptance of performance bond in case of first claim only.
- e) Inspection Certificate issued by the inspecting agency.
- f) Integrity # pact on prescribed performa duly signed and stamped.
- g) The reimbursement of Sales Tax @ 17% shall be made by the Manager (Project Financing) MEPCO Multan on presentation of copy of paid challan.

Documents required for Sales Tax

- a) Bill in triplicate of 100% claim for Sales Tax.
- b) Sales Tax return cum payment Challan for the month of delivery of material.
- c) Copy of Delivery Challan and GRN duly stamped and signed by the consignee.
- d) Certificate to the effect that the billed amount has not been claimed or received earlier.
- e) Copy of Inspection Certificate issued by the inspecting agency.
- f) In case the manufacturers who pay lump sum Sales Tax, they shall also submit an affidavit on non-judicial paper that "Challan includes the amount of Rs. _____ of Sales Tax for supply of material to MEPCO against said procurement. These document shall be however, be got verified / Pre audited by Finance Director MEPCO before payment by the bank.

7. WARRANTY:

A Warranty to the effect that the goods offered conform exactly to the specifications laid down in this contract and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects and that in the event of goods being found old or defective or not conforming to the specifications, or not in conformity with the test certificate, the Firm will be held responsible for all losses and that the Firm agree to substitute the unacceptable goods with the acceptable goods at your risk and cost, provided the above mentioned defects / deficiencies are noticed within 18 months from the date of installation / commissioning or 24 months from the date of delivery of last consignment whichever is earlier.

8. FORCE MAJEURE:

MEPCO may revoke its right to terminate the contract or to claim penalty or liquidated damages shall not be applicable under the following circumstances, in case as a result of all or any of these events there has been delay in the performance of the contract by the manufacturer or supplier or the contract has become incapable of being performed: -

- i) Act of God.
- ii) Act of State, War or any act of the enemy.
- iii) Lock outs, Riots or Civil commotion.
- iv) Injunction granted by a court of competent jurisdiction not resulting from any fault of the manufacturer /supplier.
- v) Restriction imposed by the Government on the import of any material relating to the manufacturer of goods.
- vi) Non-receipt of raw material from abroad for reasons beyond the control of the manufacturer.
- vii) Port delays due to bunker-age or light-age.
- viii) Diversions of supplies by the Carrier without any fault or knowledge of manufacturer or supplier, provided further that the manufacturer or supplier has given notice to MEPCO within 14 days of the happening of any such event.

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10. STORES AND TERMINATION:

If the Firm fails to deliver the stores or any consignment thereof within the specified delivery period, the MEPCO shall be entitled to one or more of the following options: -

- i) To recover from the Firm Liquidated Damages levied at the rate of 2% per month or part thereof if subject to the maximum up to 10% of the contract price, the liquidated damaged shall be recovered only for the stores supplied late except where undelivered stores hold up to the use of other stores, when it shall be for the total value of the contract. The recovery of liquidated damages mentioned above can be affected from any payment due to the Firm from any other DISCOs.
 - ii) To purchase from elsewhere without notice to the Firm at its risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery.
 - iii) To cancel the contract at Firms risk and cost.
 - iv) In the event of action being taken under (ii) or (iii) above, Firm shall be liable for any loss which the MEPCO may suffer on that account, but Firm shall not be entitled to any gain on repurchase made against the supply order.
- B) If during the course of execution of the purchase order, the Firm is blacklisted by MEPCO / DISCOs, the MEPCO may proceed with all or any of the actions detailed below:
- i) To allow the Contract to run its course till completed in accordance with the terms and conditions of the contract.
 - ii) To stop further supplies with or without financial repercussions.
 - iii) To cancel the contract with or without reservation of rights.

NOTE: - While determining liquidated damages the purchaser shall not consider any of the following circumstances, a cause under "FORCE MAJURE" and shall not allow any relaxation in the liquidated damages on the account: -

- i) Delay on part of the contractor in the arrangement of raw material;
- ii) Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract.

10. RESPONSIBILITY EXECUTING PO:

The Firm is entirely responsible for the successful executing of the contract in all respects in accordance with the terms and conditions as specified in the contract including the schedule.

11. INSPECTION & REJECTION:

- i) Inspection of material will be carried out at your works by two authorized representatives nominated by Chief Engineer (Development) PMU MEPCO, Multan. All the required tests as per NTDC specifications shall be conducted during FAT as already communicated vide this office letter No.7088-94 dated 22.09.2022. Notices of at least 15-days prior to the due date for delivery of material in writing shall have to be given to the purchaser by you along-with schedule of inspection, for nomination of the inspectors when the stores against the order are ready for inspection. All reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to the inspecting officers by the Firm at your expense for carrying out inspection including return ticket up to the place of inspection and back (as admissible), local transportation, boarding, lodging in A class hotel and daily allowance as per bidding document Clause, GCC-26.
- ii) In case the goods fail to withstand any test and the Firm desire to submit new consignment, the cost of repeating such test / re-inspection and cost of witnessing such test by the inspector / engineer including boarding / lodging shall be borne by the Firm and the equipment will be replaced or modified to the satisfaction of the MEPCO / WAPDA without any additional cost to the MEPCO.
- iii) Any inspection and / or witnessing of tests or the waiving of such tests and / or surveillance by the Engineer / Inspector shall not relieve the Firm of its obligations and responsibilities under the contract regardless of any approval or consent given by the Engineer and or Inspector.
- iv) If any inspected or tested goods fail to conform to the specifications, the MEPCO may reject the goods, and Firm shall either replace or make alterations necessary to meet specification requirements free of cost to the MEPCO.
- v) The inspection fee (@ 0.5% of total value of P.O without GST shall be deposited by the Firm in the office of Chief Engineer (Development) PMU MEPCO Multan.

The Inspecting Officers may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as he may decide on his discretion, he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order.

- vii) The decision of the Inspecting Officer shall be binding on the Firm.
- viii) If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser Firm may submit stores in replacement of those rejected but re-submission will not mean extension of delivery period.
- ix) On final rejection the purchaser shall have the following rights:
 - a. To purchase the rejected goods at your cost and expense.
 - b. To terminate the contract and recover from the Firm, the loss, incurred by MEPCO. In case, the rejection exceeds 20% of the Contracted quantity or volume, the additional fee payable to MEPCOs Inspection Agents will be recovered from the Firm.

12. PACKING:

The Firm will be responsible for packing the store suitable for transit by Rail/Road so as ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by and at Firms expense in accordance with the standard specifications governing such packing. In case there are no standard specifications, goods will be packed according to the trade practice to ensure safe receipt at destination.

13. FORFEITURE OF SECURITY BOND/ GUARANTEE (PERFORMANCE BOND):

The contracting officer will have the right to forfeit the security bond/guaranty performance bond.

A) If the contractor: -

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- i) Fails to supply the goods within the time specified;
 - ii) Fails to carry out the terms of contract, commits any breach of contract and this forfeiture of the security shall not debar the authority from taking suitable action against the Firm including black listing or any other remedial measures to save the authority against financial loss.
 - iii) Fails to account for the import license issued on account of the purchaser;
 - iv) Fails to account for the raw material secured by the contractor against any license or permit issued on account of the contracting officer.
 - v) Fails to return drawings, design or any material belonging to the contracting officer which was to be returned in good condition to the contracting officer after the successful termination of the contract.
- B) For other reasons specified in the purchase order by the contracting officer for forfeiting the security deposits. If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reason, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposits made in favor of any other unit of DISCOs or from any money due to the contractor from any unit of DISCOs.

14. LAWS GOVERNING THE PO:

The contract shall be governed by the Laws of Pakistan as amended from time to time, subject to the above conditions, a binding contract has been concluded with the issuance of this letter and that the provisions of this contract shall be binding on the Firm, on the Firms assigned executors, administrators and all those who have any interest pecuniary or otherwise in the Firms concern. Please acknowledge receipt in token of acceptance of P.O. within 07 days.

15. DISCLOSURE CLAUSE:

N.A

16. TECHNICAL LITERATURE/DRAWINGS:

04-Sets of Technical Data / Drawings in respect of above mentioned material will be submitted by you to MEPCO within 10 days from the issuance of P.O for approval and if already approved Technical Data / Drawings of the material under procurement manufactured by you duly approved by Design office Lahore are available with you the same will be applicable for subjected material provided one set of the same is forwarded to this office at the earliest.


17. OTHER INFO:

N.A

18. ACCEPTANCE OF PO:

FOR
MULTAN ELECTRIC POWER COMPANY MULTAN.

ACCEPTED
M/s EMCO Industries Ltd,
4th Floor National Tower
28-Egerton Road
Lahore.


Chief Engineer (Development)
PMU MEPCO Ltd: Multan

COPY TO:

Encl. No. 8769-73 /Proc/T-17/2022

Dated 02-12-2022.

1. General Manager (Technical) MEPCO Multan.
2. Finance Director, MEPCO Multan.
3. Manager (Project Financing) PMU MEPCO Multan.
4. Dy: Manager (MM) MEPCO 132KV Warehouse, Khanewal Road, Multan.

P.O. No. 770000188


Chief Engineer (Development) PMU MEPCO